**BOARD OF SUPERVISORS**

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600
PHONE (920) 448-4015 FAX (920) 448-6221
E-mail bc_county_board@co.brown.wi.us

**EXECUTIVE COMMITTEE**
Tom Lund, Chairman, Patrick Moynihan, Jr., Vice-Chairman
Patrick Buckley, Bernie Erickson, Erik Hoyer,
Richard Schadewald, John Van Dyck

**EXECUTIVE COMMITTEE**
**Monday, July 10, 2017**
**5:30 p.m.**
**Room 200, Northern Building**
**305 E. Walnut St., Green Bay**

**NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE ACTION ON ANY ITEM ON THE AGENDA.**

I. Call meeting to order.
II. Approve/modify agenda.
III. Approve/modify Minutes of June 12, 2017.

**Comments from the Public**

1. Review Minutes of: None.

**Legal Bills**

2. Review and Possible Action on Legal Bills to be paid.

**Communications**

3. Communication from Supervisor Evans re: To have Corporation Counsel and Human Resources review Chapter 4 and the Employee Handbook Chapter 30.01 as it relates to language for Progressive Discipline and make appropriate suggestions as how to incorporate such language and procedures. *Held for one month.*
4. Communication from Supervisor Ballard re: A resolution in support of 2017 Assembly Bill 292, and Senate Bill 228, relating to the sale of the Green Bay Correctional Institution, construction and lease with an option to purchase a new correctional institution within Brown County. *Referred from June County Board.*
5. Communication from Supervisor Van Dyck re: Amend the Dept Reduction Infrastructure and Property Tax Ordinance) to include language that clarifies that the ½% sales tax ends as soon as sufficient sales tax funds are collected to pay for identified and approved projects or $147 million, whichever comes first. *Referred from June County Board.*

**Resolutions, Ordinances**

6. An Ordinance to Create Chapter 43 of the Brown County Code of Ordinances Entitled "Property Assessed Clean Energy Financing". *Held for one month and referred back from June County Board.*
7. Property Assessed Clean Energy (PACE) Resolution. *Held for one month and referred back from June County Board.*
8. Resolution re: a Change in Table of Organization for the Department of Administration's Risk Manager, Buyer, and Purchasing Clerk Positions.

9. Resolution Supporting 2017 Assembly Bill 292 & 2017 Senate Bill 228, Regarding the Sale of the Green Bay Correctional Institution.

**Standing Item**

10. Discussion of 2.12 of the County Code of Ordinances: The duties and responsibilities of the EXECUTIVE COMMITTEE.

**Reports**

11. **Internal Auditor Report**
    a) Request For Proposal (RFP) – Auditing Services (Project #2159).
    b) Board of Supervisors Budget Status Financial Reports – May 2017 (Unaudited).
    c) Status Update: June 1 – June 30, 2017.

12. **Human Resources Report**
    a) Discussion re: Electrician's Pay.

13. **Department of Administration Report**
    a) Budget Status Report – Levy Funded Departments as of May 31, 2017.

14. **County Executive Report**

**Other**

15. Such other matters as authorized by law.
16. Adjourn.

Tom Lund, Chair

**Notice is hereby given that action by the Committee may be taken on any of the items, which are described or listed in this agenda. The Committee at their discretion may suspend the rules to allow comments from the public during the meeting. Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.**

**PROCEEDINGS OF THE BROWN COUNTY**
**EXECUTIVE COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the **Brown County Executive Committee** was held on Monday, June 12, 2017 in Room 200 of the Northern Building, 305 E. Walnut Street, Green Bay, Wisconsin.

---

**Present:** Chair Lund, Supervisor Moynihan, Supervisor Schadewald, Supervisor Van Dyck, Supervisor Buckley, Supervisor Hoyer
**Excused:** Supervisor Erickson
**Also Present:** Internal Auditor Dan Process, Assistant DAs Mary Kerrigan-Mares, Dana Johnson & Wendy Lemkuil, DA Office Manager Michele Andresen, County Clerk Sandy Juno, Director of Administration Chad Weininger, Corporation Counsel Dave Hemery, County Executive Troy Streckenbach, Supervisor Brusky, Supervisor Lefebvre, Human Services Director Kathryn Roellich, Deputy Executive Jeff Flynt, other interested parties

---

**Audio of this meeting is available by contacting the County Board Office at 920-448-4015*

I. **Call meeting to order.**

The meeting was called to order by Chair Lund at 5:30 pm.

II. **Approve/modify agenda.**

**Motion made by Supervisor Schadewald, seconded by Supervisor Moynihan to take Item 13 after Comments from the Public. Vote taken. MOTION CARRIED UNANIMOUSLY**

III. **Approve/modify Minutes of May 8, 2017.**

**Motion made by Supervisor Moynihan, seconded by Supervisor Hoyer to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Comments from the Public – None**

*Although shown in the proper format here, Item 13 was taken at this time.*

1. **Review Minutes of: None.**

**Legal Bills**

2. **Review and Possible Action on Legal Bills to be paid.**

**Motion made by Supervisor Moynihan, seconded by Supervisor Buckley to pay. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Communications**

3. **Communication from Supervisor Evans re: To have Corporation Counsel and Human Resources review Chapter 4 and the Employee Handbook Chapter 30.01 as it relates to language for Progressive Discipline and make appropriate suggestions as how to incorporate such language and procedures. *Held for one month.***

Corporation Counsel Dave Hemery indicated he is continuing to work on this with Human Resources. There are a number of changes to be made and at this time they are focusing on the portions they feel should take priority.

**Motion made by Supervisor Schadewald, seconded by Supervisor Hoyer to hold for one month. Vote taken. MOTION CARRIED UNANIMOUSLY**

4. **Communication from Supervisor Brusky re: I am requesting an adjustment in hourly wages for the Brown County employees who, because they were initially hired at a lower starting pay, now make less than employees with**

///

**less experience who were hired after them. I am particularly referring to those hired in 2013 – or other pertinent years.** ***Referred from May County Board.***

Supervisor Brusky informed she has heard about some County employees who are making less than people hired after them in the same position. This was brought to her attention by one of her constituents, Katie Liegeois, who is in this situation and Brusky felt it was worthy of consideration. Brusky provided a handout, a copy of which is attached that shows that Liegeois started in February, 2013 and is making less than three people in the same position that were hired after her and she feels this is extremely unfair and frustrating. Brusky is aware that there are other employees in the County in this same situation and she is also aware of at least two resignations because of it.

Supervisor Buckley informed that this matter was brought forward at the last Public Safety meeting and said he can sympathize with this, but it was his understanding that when the new Human Resources Director was hired she was going to look at this situation. Human Services Director Kathryn Roellich informed that neither the current Chapter 4, nor the resolution implementing the current class and comp contain a mechanism to do a wage adjustment as is being discussed. The resolution that was passed implementing the class and comp talks about two ways to increase employee compensation. One way is an across the board increase and the other is a pay for performance increase, but both of these options would have to be approved by the County Board. Roellich continued that they are looking at the class and comp and although she does not want to go into details at this time, they do have ideas on how to address this. Buckley asked Roellich how many employees are in this same situation but Roellich did not have an exact number at this time. She is working on a list of employees that were hired in 2015 and prior and where they are in relation to the class and comp. She was not specifically looking at those who were behind in compensation compared to those that were hired after them and she explained that compensation is like a supply and demand issue. One year there may be a shortfall of one position, for example, nurses, so the compensation would be very competitive. Years down the road, there may be a plethora of nurses and the County would not be in the same position.

Buckley said this situation was created by someone being allowed to hire someone at a higher rate than other people with more seniority without doing any sort of adjustment and he feels fixing the situation takes more authority than the Chapter 4 rewrite. He also feels that when we are looking at hiring people to fill vacated positions, that the range of hourly wage should not be high enough to pay a new employee more than an existing employee is being paid. He feels there needs to be some time spent looking into what people are already making within the department so this does not continue to occur.

Supervisor Moynihan said the budget book has four positions budgeted at $22.51 and only three positions are being paid that and one is not. Buckley feels that instead of addressing these individually, it should be dealt with overall. Lund agreed with Buckley and feels that people are quitting because of this and it would be better to keep the existing employees and not have to hire new employees who will be getting the higher rate anyway.

Supervisor Van Dyck indicated he understands the situation Liegeois is in, but feels that this needs to be dealt with fairly across the board; we cannot handle them one at a time because it is going to create a very large snowball effect. He feels we need to determine how many of these situations exist and what the total price tag would be to correct this across the entire county, similar to what was done last year with the issue of overtime. Van Dyck did caution that there will be instances in the future where market will demand that the County has to bring someone in at a higher rate than what other people in the department are making and he questions if the County is prepared to make a policy that when that occurs, we will adjust wages across the County for everyone but cautioned that that may not be such a good thing to do either because it could be very expensive in some cases.

Moynihan noted that this individual started before two of the other individuals and he feels that in this specific instance, this should be addressed. Roellich said that at the time the other positions were vacated, the department head could have moved the employee we are discussing from her position to one of the higher paying positions and then hire a new person at a lower rate. That did not happen in this instance, but it would be an option in the future. She also said that in looking at compensation, they look at a person's previous experience, the market, what the budget is and what the midpoint of the class and comp is and try to factor that all together and then they give the department a range to hire.

Liegeois explained that when her position was posted and she applied for it, there was only one number for starting pay. The posting for the next three positons had a range for starting wage. So two of these girls came in with zero court experience but had the opportunity to argue for the higher wage. She is confused as this is a unique situation as they are not asking for extra money. The money is already included in the budget; there are four positions budgeted at $22.51 and there are only three people being paid that amount. The person that left and the person that came in to replace her is now at the $21 so even if her pay is bumped up to $22.51, there would still be additional money. Liegeois noted that this situation has been going on for three years.

Supervisor Schadewald noted that at the Administration Committee meeting where this came up, it was referred back to Human Resources. He asked if the Clerk of Courts could move Liegeois up to the higher pay if he stays within the budget. Director of Administration Chad Weininger said that the only way that could happen is if there is another open position for her to fill; otherwise, there is no mechanism to allow that to happen. Schadewald said it sounds like the policies and ordinances that were passed created part of the problem. His solution to that would be to look at this from a consistency stand point. He feels that every time someone is to be hired, the department head should be talking to Human Resources and the County Board with the implications. Schadewald said this is the year to get this established and he said that the County wants to do the right thing, but there are some policies and procedures that are written in a way that do not allow it. The policies can be changed, but he feels it will take some time to figure out what the implications are and what the costs will be.

Liegeois said when she first brought this to the attention of the Clerk of Courts, he indicated that he was informed that there were approximately 90 people in a similar situation, but now that figure has been decreased to 30 – 40. Buckley reiterated that this needs to be addressed for all employees in a similar situation. He asked if there was a position that opened up, if she could apply for it to get the higher wage. Roellich said that employees can do that and Buckley feels that employees may not know they can do that. Weininger said that is something that is done very rarely because it can create a bidding type of situation.

Van Dyck agrees that this is something we need to keep looking at, but noted that it is not as simple as just looking at the handout. It would have to be determined if the other employees are making the appropriate wage as well. The same complaint or concern that Liegeois has could be shared by others in that some of those at the higher rate have been in the position longer than others and perhaps also receive more pay. He is hopeful that some of this will be fixed but this has to happen as an organization overall and not one at a time.

**Motion made by Supervisor Buckley, seconded by Supervisor Schadewald to refer to staff to come back to the Executive Committee in 60 days with a list of employees who are in the same predicament and whether they are budgeted for a higher amount than they are being paid. Vote taken. Ayes: Buckley, Schadewald, Van Dyck, Hoyer, Lund Nay: Moynihan MOTION CARRIED 5 to 1**

**Resolutions, Ordinances**

5. **An Ordinance to Create Chapter 43 of the Brown County Code of Ordinances Entitled "Property Assessed Clean Energy Financing".** ***Held for one month & Referred back from May County Board.***

Weininger said this continues to be a work in progress. He has talked to several people on this but is not sure he will be able to find a way to address Buckley's concerns about the triple net lease.

**Motion made by Supervisor Moynihan, seconded by Supervisor Schadewald to suspend the rules and take Items 5 & 6 together. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Buckley, seconded by Supervisor Schadewald to hold Items 5 & 6 for one month. Vote taken. MOTION CARRIED UNANIMOUSLY**

6. **Property Assessed Clean Energy (PACE) Resolution.** ***Held for one month & Referred back from May County Board.***

*See action at Item 5 above.*

///

**7. Resolution in Support of Legislation to Classify County Jailers as Protective Occupation Participants (POPs) for WRS Purposes. *Referred from May County Board.***

Lund asked if anything is happening in Madison on this. Weininger responded that he felt this has a chance of going through.

**Motion made by Supervisor Buckley, seconded by Supervisor Moynihan to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**8. Resolution re: Change in Table of Organization for the District Attorney's Office Special Prosecutor Position.**

Deputy DAs Dana Johnson, Mary Kerrigan-Mares and Wendy Lemkuil along with Office Manager Michele Andresen addressed the Committee as DA Dave Lasee was out of state.

Lemkuil said this is a very important issue that affects not only the DA's office, but also the overall issue of public safety. She said Lasee wanted to be sure the Committee understood that what he is requesting will be basically fiscally neutral. She said what is before the Committee is a matter of $15,000 and that DA Lasee has committed to the Board and Committee to look for other ways to make cuts to ensure that this is not something that is going to fall back on the Board. This is so critical for the DA's office and Lasee wanted to be sure that it was articulated to the Committee and the Board that they are extremely grateful for the County Board stepping up to preserve the continuation of protection to the public and ensure that there is assistance for the office. Lemkuil continued that information from the State is that they will not be funding additional positions so this is very important. This is something that should be covered by the State, but sadly it is not. This $15,000 position will affect which cases and how many cases get prosecuted. Lemkuil noted that she has spoken with both Green Bay Police Chief Andrew Smith and Brown County Sheriff John Gossage and both strongly support this and endorse it. It was also noted that the DA's office is the conduit to Public Safety for law enforcement to get their cases into the system and prosecuted. Lemkuil reiterated that the DA's office is very grateful for what the County Board has done and they feel that the State should be stepping up on this, but they are not. She said they appreciate the Committee's time on this issue and feel the positions will help protect the public.

Schadewald said he will support this position, but noted that the DA's office is not really gaining a new position. He recalled that at the last Human Services Committee it was noted that there was a number of people in the jail awaiting trial and he asked if this resolution would help alleviate that population. Lemkuil responded that pretrial detention is a significant problem and part of that is a result of not having enough prosecutors. She feels that this is something the Court should be addressing and the Judges have been given statistics by the State that show it is taking a little longer to get cases through the system in Brown County than in other areas. She is hopeful that now that this has been brought to the forefront that it will be looked at. Schadewald said that at some point he would like to see the numbers of how much it is costing to keep these people in jail on a pretrial basis versus the cost to hire another prosecutor.

Kerrigan-Mares said it is not just a matter of issuing cases and trying the cases, it is a matter of considering the cases. She said the DA has made a priority of looking at the low end crimes and bail in those situations. She did note that there are cases where lower bail is not an option, but there are cases where a lower bond would probably be appropriate, but considering all of this takes time. The position being discussed now is not a guarantee that the numbers in the jail will be lowered, but by losing the position there will be even less time across the board. Schadewald said he does support the resolution, but this is one of those areas where the situation needs to be identified and a cost put with it and then considered overall in the big picture.

Van Dyck asked if the position this relates to is currently filled by a third party. Andresen said that currently the position is a contract attorney and the IRS now says that it is not a contract attorney so the funds that are for the contract attorney will go for this position that they are looking to add to the table of organization. Van Dyck asked if there is a different position in the department that would be more effective in accomplishing what needs to be accomplished. Lemkuil said that they feel confident that the position they have now and who they have in it is the best option. Shifting that position to a paralegal or something else would not work. She said that Brown County falls number one across the state for the need of prosecutors. Lemkuil said that the DA's office prosecutes cases

for 11 municipalities throughout the County and they need prosecutors in order to protect the citizens. Kerrigan-Mares said that an independent audit was done several years ago and the results were that the number of attorneys Brown County should have should be doubled. Moynihan said he recalled reading that the State was 89 DAs short. Lemkuil noted that the need of Brown County for more DAs is well-known across the entire state.

Buckley said he voted against this at the Public Safety meeting, not because he does not want the position, but because he does not want to see the position on the table of organization. Lemkuil said Lasee wants the Committee to know that he is committed to eliminating one position in the event they did get two positions. She agrees that the positions are more the role of the State, but the safety of the constituents does rest in the County.

Johnson said that one of his concerns is that the Committee and Board may be frustrated and angry that the State is not doing their job in paying for these positions and he understands that. He does not want anyone to vote against this to take a hard line against the State. Johnson said that not passing this will not hurt those in Madison; it will hurt the citizens of Brown County. They are asking the Committee to do the right thing for the people of Brown County.

Schadewald reiterated that a cost analysis should be done regarding hiring attorneys in the DA's office versus housing people in the jail. He would like to see this done before a new jail is built. He noted that the Committee wants to work with the DA's office on this, but he needs to see how to make this work for the betterment of Brown County and the citizens. Lemkuil understood what Schadewald was saying and explained that defendants have a lot of rights and one that gets extended to the point where a lot of people would be outraged is that they have the right to fire attorneys. When they do this, it extends the time to get to trial. There are a number of factors that the DA's office cannot control that feed into the issue of pretrial detention.

Lund recalled going through a similar situation in 2009 and said he fully supports this at this time. He agrees that this is really a priority that the State should be doing instead of the County having to take this up, but noted that it is the County's responsibility to make sure the Court system in working. Buckley felt that more pressure needs to be put on the State on this since the State is really a co-employer of these positions.

**Motion made by Supervisor Hoyer, seconded by Supervisor Moynihan to approve. Vote taken. <u>MOTION CARRIED UNANIMOUSLY</u>**

**9. Resolution re: Reclassification of a Clerk/Typist I Position in the County Clerk's Department Table of Organization.**

County Clerk Sandy Juno said this position was never really addressed in the class and comp. Over the last several years there have been a number of significant changes in election laws that require this person to do a higher level of work. The person in the position is actually doing the same work as the other deputies in the office. Juno continued that the goal in her office is to try to help whoever comes in or calls in a timely manner. They have done a lot of cross training so that when people come in all staff can assist them to get the best turnaround time. This resolution is simply asking to make this position the same level as the others in the office.

Van Dyck asked if this is the only position that is different and Juno responded that this is the only position. Van Dyck said the resolution looks to be justified through passport revenue and asked how much was in the budget for 2017 for passports and where they are currently at. Juno said passports continue to grow in their office and she noted that they get a $25 acceptance fee per applicant, but they also do the photographs which bring in some additional revenue. In addition, they have two Spanish speaking staff which draws a lot of applicants in. For the first quarter of the year, they are already $20,000 over what was brought in in 2016. This area continues to grow and Juno said that many of the services they provide to other municipalities, especially when it comes to elections, bring in pretty steady and reliable revenue. This is just a matter of fairly compensating this one individual. Van Dyck said if this is being justified off of passport revenue, he wants to be sure that amount of revenue is actually being generated. Weininger said the fiscal impact has been verified and for this year, the revenue is well above what was budgeted and he feels the revenue growth will continue and will be more than is needed. Even if it flat lined, there would still be enough to cover the position.

111

Buckley asked what the person was originally hired for and Juno said the person was hired as a Clerk Typist 1 and she started 10 – 12 years ago doing basic office functions, but when the unions went away they did a lot of cross training so that everyone in the office would be able to assist customers to give them an answer as quickly as possible. Buckley feels the jump in pay is substantial and Juno responded that the position was a .4 position and would be going to .5. Juno reiterated that this person has been doing the same job as the other staff for a number of years and has been underpaid. Whether it is a jump or not, Juno feels she needs to be compensated. She also said that this person is willing to adjust her days to meet the demands of the department. Without this person, Juno said she may have to get someone full time to get the flexibility. Juno reiterated that this person has been doing the same job as the rest of the staff for a number of years and is a great asset to the department and Juno does not want to lose her. Buckley appreciated this, but said there seems to be a pattern of bringing people in at a lower wage and then trying to reclass them instead of just bringing people in where they should be. Buckley does not agree with the whole process.

Van Dyck said he supports the change in the department and thinks it's good that everyone in the office is cross trained and able to help the public. He suspects this will be approved, but he is going to vote no because although he agrees with what Juno is saying, he would feel hypocritical if he is saying we need to look at things in total as he said regarding Brusky's communication, but then in this situation we make an exception. He does not feel this is an emergency since the situation has been going on for a while and he does feel for the individual involved in the situation but it is another $8000 and he would prefer to deal with this at budget time so all of the things that come up can be looked at together. He said he does not disagree with this or the other one, he just feels we need to have a better way to address these situations.

Roellich informed that this is different than the position that was discussed earlier. This is a reclass request, not just a compensation issue. It is accurately identifying and compensating for the work being performed. She said that being hired for one thing but then taking on a number of additional responsibilities is something that dedicated employees will do for a while for the good of the County, but eventually the person needs to be in the proper classification with the proper compensation.

Lund said that this has gone through the process and HR has looked at it and he feels it should be supported. He said there will likely be more of these coming to the Committee and noted that the other one was brought by a Supervisor, not the department or HR and he feels the appropriate process needs to be followed with each request.

**Motion made by Supervisor Schadewald, seconded by Supervisor Moynihan to approve. Vote taken. Ayes: Schadewald, Moynihan, Lund, Hoyer, Buckley Nay: Van Dyck <u>MOTION CARRIED 5 to 1</u>**

**<u>Standing Item</u>**

**10. Discussion of 2.12 of the County Code of Ordinances: The duties and responsibilities of the EXECUTIVE COMMITTEE.**

Moynihan informed he has met several times with Corporation Counsel and they continue to work on this. Moynihan will keep the Committee advised. Van Dyck said he would like to see a change that all compensation issues or requests come to the Executive Committee and not the home committee to avoid situations where the issue is heard at the home committee and then completely rehashed at the Executive Committee. Moynihan said that is one of the items he will discuss with Corporation Counsel.

*Standing item; no action taken.*

**<u>Reports</u>**

**11. <u>Internal Auditor Report</u>**

**a. Board of Supervisors Budget Status Financial Report – April 2017 (Unaudited).**

**Motion made by Supervisor Schadewald, seconded by Supervisor Buckley to receive and place on file. Vote taken. <u>MOTION CARRIED UNANIMOUSLY</u>**

111

**b. Status Update: May 1 – May 31, 2017.**

Process referred to his report in the agenda packet. In particular, he noted that auditing services will be going out for RFP. In the past some Supervisors have asked to sit on the scoring team and if anyone is interested in doing so for this request, Process said they can contact him. He will be bringing the draft RFP to this Committee in the next few months for review before it is sent out. He noted that the RFP responses are evaluated on factors without the scoring team knowing the price. Process noted that last time an RFP was sent out for auditing services, there were only three responses.

**Motion made by Supervisor Moynihan, seconded by Supervisor Buckley to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**c. Follow-Up Discussion: Audit of Bills.**

Process provided a handout, a copy of which is attached as a follow-up to prior discussions regarding audit of the bills at the Committee meetings. There have been some concerns raised that under the current process the binder that contains the bills is not distributed until the meeting and some Supervisors do not feel comfortable signing the statement that they have reviewed the bills. The handout outlines a process for consideration to address this concern. The new process would be to e-mail a copy of the bills out to Committee members prior to the meeting to allow them time for review. In addition, administration will post the bills online to provide more transparency and allow the public to view the bills if they desire.

Moynihan feels this is a good idea and he would support this initiative. Process said it would also allow the Committee to be able to raise any questions they have regarding the bills at their respective meetings as they would have had time to review the bills ahead of time.

**Motion made by Supervisor Moynihan, seconded by Supervisor Hoyer to support this initiative. Vote taken. MOTION CARRIED UNANIMOUSLY**

**12. Human Resources**

Human Resources Director Kathryn Roellich informed that the benefits manager retired last week so HR is in the process of hiring a new person for that role. In addition, she talked about the Bellin Fast Care cards received in the mail. She indicated that that program will save more than 50% off the average office visit.

Roellich continued that they have also hired a safety coordinator who is really digging in and meeting with a number of departments and assessing their programs, plans and training as well as investigating the worker's compensation claims and working to resolve them.

Roellich concluded her report by stating that she will be bringing the proposed revisions to Chapter 4 to the Committee next month.

**Motion made by Supervisor Moynihan, seconded by Supervisor Buckley to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**13. County Executive Report.**

County Executive Troy Streckenbach provided a handout to the Committee, a copy of which is attached, and said he is in the process of putting the budget together for next year while at the same time looking at the capital improvement projects. He said Planning, Development and Transportation Committee has asked Public Works Director Paul Fontecchio to bring forward what he envisions in terms of road projects that could be moved up and he is also aware that the Library Board has been talking about projects and Streckenbach is hopeful that the other Committees are asking their respective department heads to do the same. The administration is looking at what they believe is the best way to address the projects that are in the best position for success, but are also looking at projects that will have some meaningful impact on the operating budget.

Streckenbach continued that the 2018 budget is challenging and urged the Committee to read an article by Milwaukee Mayor Tom Barrett that appeared in the *Journal Sentinel* where he talked about the need to eliminate police officers, fire fighters, public health nurses and inspectors as well as close two libraries because of shared revenues and lost value that the county is seeing. Streckenbach said the growth in the City of Green Bay has lost about 1% of its value or $60 million dollars. Growth is not happening at a pace that allows Brown County to operate a lot of the functions we have taken on from the City of Green Bay such as the 911 Center. The County has taken on a lot of functional operations that were historically from municipal operations and the agreement was that the County would take the operations on as long as the growth rate is a minimum of 2%. When there is negative growth or less than 1% growth, the ability to take care of the core mandated services and other things that are important to the overall quality of life is hampered.

Brown County is in interesting times as far as what we do and how to go forward and address the issues. Streckenbach said historically there have been discussions regarding compensation and health benefits and he wants Brown County to continue to be competitive in those areas to be able to attract the best employees to administer the programs and services the people of Brown County expect along with the State and Federal government that mandate services. Brown County should be proud of the work the staff performs.

As the budget process begins, projections have to be made as to what the world looks like. Even with the additional $1.4 million dollars of new levy to work with, we are still looking at $4 – $4.6 million dollars that will have to be addressed in the upcoming budget. The question is how to address this while still bringing forth a budget that is not raising the tax rate that is not sustainable. A memo will be sent to department heads stating that as positions become vacant, they will be taking a good look at them before deciding to fill them.

Streckenbach urged the Committee chairs to keep in mind that the administration is trying to bring forward a budget that is honest and true while attempting to take into account the things the County Board wanted the administration to consider and for the most part the budget has not changed much other than with regard to compensation and insurance. Streckenbach said part of the $4.6 million dollars he referred to above is because the County is trying to address compensation and benefits and keeping those things status quo without having to pass high costs on to the employees. Administration also wants to be able to compensate employees to be competitive, especially in light of the high unemployment rate and the competitiveness of it. We also have to have a holistic approach with regard to wants versus needs. He said the 2018 budget will be tough, but it is about what it is going to set the stage for 2019.

Streckenbach continued that the position the Board made with regard to the sales tax and the capital investments will allow for operational savings in the budget. He noted that the budget will be finalized in a few months and urged Committee chairs to encourage the department heads to start asking the tough questions.

The reality is that we need to look at the five year running average of growth and net new construction and the valuation of the community and it is not enough. There is not enough growth and we need to figure out a new way to fund County government. Streckenbach mentioned that there are not revenue sharing agreements with the municipalities for the services the County took over to help offset the costs. He said we need to be really honest about the budget and what we want to be able to do and start thinking about priorities. Streckenbach said he is looking at benefits and how to maintain them as close to where they are right now with only minor modifications and then also looking at compensation as those are the two areas that the Board seemed to have focused on in previous budgets.

Schadewald commented that the shortfall was shared by the administration at the Administration Committee meeting, but it was not the same number that is being presented tonight. He wanted to be sure the Committee knows that the numbers are very fluid and continue to change. Schadewald appreciated the handout and said the Board needs this to understand the fluidity and the process. Schadewald feels the more information that is presented in June, July, August and September, the more the Committee and the Board can make prudent decisions.

Streckenbach said he is hoping for more growth than is being projected. Last year they projected more growth, but then had to go back and make cuts and they do not want to be in that position again. There are some functions the

111

County is currently doing that are not cost effective and he wants to be prepared to look at other options and be prepared for change. The objective is to come out stronger and leaner and have an employment base that allows Brown County to do good things.

Streckenbach also informed that the County has maintained their AAA rating and Moody's noted the County's credit strengths are a large tax base, strong financial operations with healthy reserves and they also noted the recently passed sales tax as a credit strength. Credit challenges include modest social economic profit and more limited operating fund reserves. Streckenbach congratulated the County on this and noted that Brown County is one of the few in the state that have the AAA rating.

With regard to the Moody's rating, Van Dyck asked how much they take into consideration overall debt, inclusive of NWTC and everything else. Streckenbach said that is all taken into account and Brown County has more debt than most of the other counties that have the AAA rating. Weininger added that they look at County debt as well as overlying debt for the tech colleges, schools and municipalities.

Streckenbach continued that he will be going to Madison in response to a report that just came out encouraging counties to look for regionalization and consolidations and he will be asking for them to take a very close look at a model that Brown County has done where we have taken on a lot of regional aspects of municipality operations. Van Dyck said he is all for a regionalized basis because he feels it would be more beneficial to the County, but in regard to the regionalization of services, he feels the State really needs to be encouraged to take the lead and push that because the counties are going to be hesitant as no one wants to give up power and control. He feels the State is going to have to push to force it to happen, because without incentives or penalties, he does not think it is going to happen. Streckenbach did not disagree with Van Dyck and agreed that in the end we need to change the model and he encouraged the Committee chairs to look at the forecast of the economy or make the decision as a County that we are prepared to go to referendum on the budgets.

Streckenbach said that things done before his arrival such as taking over the Drug Task Force and 911 and other things, all made sense and was the right thing to do, but at that time, the growth of the county was a lot different than it is today. We are now faced with those ongoing operational expenses which are not getting any less expensive and decisions need to be made as to how to maintain the core operations that are important to the community without the necessary revenue. The conversation the County may need to have is how important are the services to the municipalities and are we prepared to go to referendum and ask the citizens of Brown County to support the budgets.

Buckley referenced the issues in the DA's office with the caseload and asked Streckenbach what the Wisconsin Counties Association has done on this and noted that this is a problem in DA offices in other counties as well. Streckenbach responded that the Wisconsin Counties Association has taken an affirmative position on supporting and funding both pay progression along with the increase in the number of DAs. Lund added that he has talked to our state representatives on this as well and it does not appear that they are going to do much as their budgets are also very tight. Buckley understood, but noted that the State is a co-employer for these positions. Streckenbach said we need to continue to advocate and he feels the State tried to take care of what the DAs first asked for which was pay progression.

Hoyer said it seems like the other municipalities have taken care of the room tax agreement, but with the City of Green Bay it seems a little more vague and he asked what the timeline was. Streckenbach responded that he feels the alderpersons in Green Bay are doing their due diligence and fully understand what this means to the City and how it may impact the KI expansion along with other future projects they may want to fund. Streckenbach feels this will probably be taken up at the Council's July meeting. He has met with a few of the alderpersons to answer questions and he is hoping they can see the County is making a sizeable investment in the City of Green Bay, both directly and indirectly.

Schadewald feels the Committee chairs need to more clearly identify to all the County Board Supervisors and the public the decisions and costs we are faced with. Streckenbach agreed and said that of the three largest budgets within the County, two of them are mandated aspects of the government. Schadewald feels the public typically understands if they have enough information and as the Supervisors learn more, they can inform more.

**Motion made by Supervisor Schadewald, seconded by Supervisor Moynihan to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Other**

**14. Such other matters as authorized by law.** None

**15. Adjourn.**

**Motion made by Supervisor Hoyer, seconded by Supervisor Moynihan to adjourn at 7:26 pm. Vote taken. MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Therese Giannunzio
Recording Secretary

**ATTORNEY BILLS SUBMITTED TO THE EXECUTIVE COMMITTEE**
**FOR July 17, 2017 MEETING**

| LAW FIRM | INVOICE NUMBER | DATE | AMOUNT | FOR |
|---|---|---|---|---|
| ATTY. GARY WICKERT | 12W27-6/26/17 | 6/26/2017 | $ 8,142.00 | Airport General |
| MENN Law Firm | 1 | 6/15/2017 | 266.00 | Personnel matter |
| Conway, Olejniczak & Jerry, S.C. | 10 | 5/31/2017 | 192.50 | Fusion Integrated Solutions, LLC |
| Michael Best | 1477234 | 6/6/2017 | 432.00 | Fox River Fiber Sludge |
| von Briesen & Roper, S.C. | 235780 | 6/7/2017 | $9,674 | PD&T Matter |
| von Briesen & Roper, S.C. | 235779 | 6/7/2017 | $216 | General |
| | | Total ---- | $ 18,922.76 | |

2

**GARY A. WICKERT, S.C.**
*Attorney and Counselor at Law*
801 E. WALNUT • P.O. BOX 1656
GREEN BAY, WISCONSIN 54305

Gary A. Wickert | Telephone (920) 433-9425 | Fax (920) 432-9188
wicklaw@gbonline.com

June 26, 2017

Brown County Airport
P.O. Box 23600
Green Bay WI 54305-3600

Re: General Matters
Our File No. 12 W 27

**STATEMENT**

| DATE | FOR SERVICES RENDERED: | HOURS |
|---|---|---|
| 5/24 | Review correspondence from numerous airports re: MOA - "abandon in place" | .35 |
| 6/1 | Review Tom Miller draft letter to Barry Cooper; Review FAA response re: lease extension; Phone conference with sue Bertrand re: FAA lease, etc. | 1.60 |
| 6/2 | Review FAA Tower Lease (revised); Meeting at Airport with Tom Miller, Sue Bertrand, and Marty Piette re: FAA lease | 2.40 |
| 6/3 | Email from Sue Bertrand re: Heyerman Assignment | .10 |
| 6/5 | Phone conference with Sue Bertrand re: letter to Mead & Hunt re: FAA lease; | .50 |
| | Begin response re: FAA lease | .65 |
| 6/6 | Work on FAA lease revisions/Airport response; Letter to Tom Miller re: FAA lease revisions | 3.65 |
| 6/7 | Complete revisions of §25.09; | 2.70 |
| | Revise FAA response; Letter to Tom Miller re: ground transportation; | .75 |
| | Phone conference with Sue Bertrand re: ground transportation, Vaisala, etc.; | .65 |
| | Email from Sue Bertrand re: Vaisala assignment | .10 |
| 6/15 | Review FAA lease and ground transportation files re: discuss with Tom Miller; | .25 |
| | Review FAA lease file | .15 |
| 6/19 | Review PD&T meeting minutes; Phone conference with Tom Miller re: ground transportation, FAA, Jet Air, additional land | .85 |
| 6/20 | Review miscellaneous ground transportation subfiles re: ordinance revisions; | .50 |
| | Letter from Sue Bertrand re: Mead & Hunt - FAA; | .10 |
| | Work on Oneida lease - promo space | 1.25 |
| 6/21 | Phone conference with Tom Miller re: Tribe lease; | .50 |
| | Complete Oneida lease re: promo space; Letter to Marty Piette re: Oneida lease; | .75 |
| | Review CAP file and proposed lease from Sue Bertrand | .75 |

| | | |
|---|---|---|
| 6/22 | Phone conference with Tom Miller re: CAP, FAA, etc.; | .60 |
| | Prepare CAP lease; | |
| | Letter to Tom Miller re: CAP lease | 1.40 |
| | Review correspondence from Sue Bertrand re: Vaisala assignment; | |
| | Prepare Vaisala/DBT Assignment; | .60 |
| | Letter to Sue Bertrand re: Vaisala; | .20 |
| | Letter from Sue Bertrand/Tim Close re: FAA lease provisions; | .10 |
| | Review resolution re: airport improvement - Department of Transportation; | .25 |
| | Phone conference with Sue Bertrand re: FAA, Vaisala,, Amano; | .50 |
| | Phone conference with Julie Killgore - Portland re: MOU, FAA; | |
| | Review correspondence re: FAA/MOU; | 1.00 |
| | Begin review of Cummins Maintenance Agreement | .30 |
| 6/23 | Review Amano and Millennium Dig files/agreements and August's comments; | |
| | Phone conference with Sue Bertrand | 3.75 |
| 6/26 | Review Millennium file; | |
| | Phone conference with Sue Bertrand; | .15 |
| | Letter from Sue Bertrand re: Amano; | .10 |
| | Letter from Sue Bertrand re: Jet Air. | .10 |
| | TOTAL HOURS: | 27.60 |

27.60 HOURS @ $295.00 PER HOUR = $8,142.00

**AMOUNT DUE ON ACCOUNT:** $8,142.00

Thank you.
GAW:prn

MENN
LAW FIRM LTD

480 Pilgrim Way, Suite 1200
P.O. Box 10597
Green Bay, WI 54307-0597
p 920.435.4391
f 920.435.0730
Fed ID# 39-1149232

RECEIVED BY
JUN 19 2017
Brown County
Corporation Counsel

BROWN COUNTY (2)
Attn: Office of Corporation Counsel
305 E. Walnut Street
P.O. Box 23600
Green Bay WI 54305-3600

Page: 1
06/15/2017
Account No: 14015-0001M
Statement No: 1

IHO Joachim (Joe) Vetter Grievance

| | | | Hours | |
|---|---|---|---|---|
| 05/08/2017 | KMH | Numerous email correspondence to and from Corp. Counsel's Office and Human Resources to schedule/coordinate prehearing conference with Independent Hearing Officer. | 0.30 | 57.00 |
| 05/10/2017 | KMH | Preliminary review of the documents provided by Human Resources in preparation for Prehearing Conference with IHO. | 0.60 | 114.00 |
| 05/12/2017 | KMH | Prepare for Prehearing and Meeting with client. | 0.50 | 95.00 |
| | | **TOTAL CURRENT FEES** | 1.40 | 266.00 |

RECAP

| Atty / Para | Hours | Hourly Rate | Total |
|---|---|---|---|
| Kristen M. Hooker | 1.40 | $190.00 | $266.00 |

| | |
|---|---|
| **TOTAL CURRENT BALANCE** | 266.00 |
| **TOTAL BALANCE DUE** | $266.00 |

PLEASE WRITE ACCOUNT NUMBER ON CHECK - THANK YOU

2

STATEMENT

*Law Firm of*
CONWAY, OLEJNICZAK & JERRY, S.C.
P.O. Box 23200
Green Bay, WI 54305-3200
PHONE 920-437-0476
FAX 920-437-2868

CHUCK LAMINE
BROWN COUNTY ECONOMIC DEVELOPMENT
305 E. WALNUT STREET, 5TH FLOOR
P O BOX 23600
GREEN BAY WI 54305-3600

Page: 1
05/31/2017
ACCOUNT NO: 671409-021M
STATEMENT NO: 10

PLEASE RETURN THIS PORTION WITH PAYMENT

FUSION INTEGRATED SOLUTIONS, LLC

| | | | HOURS | |
|---|---|---|---|---|
| 05/12/2017 | MMM | REVIEW LIEN RELEASE AGREEMENT FROM CITI (FACTORING OF ACCOUNTS RECEIVABLE); E-MAIL TO CLIENT RE: SAME; E-MAIL FROM AND TO BORROWER RE: STATUS OF REVIEW | 0.70 | |
| | | FOR CURRENT SERVICES RENDERED | 0.70 | 192.50 |
| | | TOTAL CURRENT WORK | | 192.50 |
| | | BALANCE DUE | | $192.50 |

255. 066. 069. 5716. 100

6/15/17

RECEIVED
JUN 12 2017
BROWN COUNTY PLANNING AND LAND SERVICES

BALANCE DUE ON RECEIPT OF THIS STATEMENT.
ACCOUNTS NOT PAID WITHIN 30 DAYS WILL BEAR INTEREST AT LEGAL RATE.
*Law Firm of* CONWAY, OLEJNICZAK & JERRY, S.C.
FED I.D. # 39-1254187

2

Michael Best

RECEIVED BY
JUN 08 2017
Brown County
Corporation Counsel

Michael Best & Friedrich LLP
Attorneys at Law
One South Pinckney Street
Suite 700
P.O. Box 1806
Madison, WI 53701-1806
Phone 608.257.3501
Fax 608.283.2275
www.michaelbest.com

EIN 39-0934985

Juliana Ruenzel, Corporation Counsel
Brown County Corporation Counsel
Northern Building - Room 680
305 East Walnut Street
PO Box 23600
Green Bay, WI 54305-3600

Remittance for Payments:
Michael Best & Friedrich LLP
PO Box 88462
Milwaukee, WI 53288-0462

Wire Transfer Instructions
Bank Name: BMO Harris Bank, N.A.
111 W. Monroe Street, Chicago, IL 60603
ABA Routing # 071000288
Name of Acct: Michael Best & Friedrich LLP
Acct # 0024122010
SWIFT Code: HATRUS44

Invoice Date June 6, 2017
Invoice No. 1477234

Client/Matter **018236-0047 Fox River Fiber Sludge Disposal Matter**

For professional services rendered through May 31, 2017, as follows:

| Date | Timekeeper | Narrative | Hours | Total |
|---|---|---|---|---|
| 5/1/17 | I Pitz | Revise draft Outagamie County agreement; provide comments regarding same to Patrick Taylor. | 0.90 | $ 432.00 |
| Total Hours and Services | | | 0.90 | $ 432.00 |

| | |
|---|---|
| Total Services | $ 432.00 |
| Total Disbursements | 0.00 |
| **Total This Invoice** | **$ 432.00** |

2

Michael Best & Friedrich LLP
One South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53701-1806



**Outstanding Invoices:**

| Date | Invoice | Total | Credits | Balance |
|---|---|---|---|---|
| 5/4/17 | 1470790 | $ 1,632.00 | $ 0.00 | $ 1,632.00 |
| 6/6/17 | 1477234 | 432.00 | 0.00 | 432.00 |
| Outstanding Due: | | | | 2,064.00 |

Outstanding Invoice Aging:

| 0-30 | 31-60 | 61-90 | 91-120 | 121+ |
|---|---|---|---|---|
| 432.00 | 1,632.00 | 0.00 | 0.00 | 0.00 |

**Timekeeper Breakdown:**

| Timekeeper | Title | Hours Billed | Billed per Hour | Bill Amount |
|---|---|---|---|---|
| I Pitz | Partner | 0.90 | $ 480.00 | $ 432.00 |
| Totals | | 0.90 | | $ 432.00 |

2

von Briesen
von Briesen & Roper, s.c. | Attorneys at Law

BROWN COUNTY
ATTN: DAVID HEMERY
305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

INVOICE NO. 235780
INVOICE DATE JUNE 7, 2017
TAX ID. 39-1576289

---

CLIENT NO. 009948

HIGHWAY - PD&T MATTER MATTER NO. 009948-00021

| | |
|---|---|
| CURRENT FEES FOR THIS MATTER | $9,580.50 |
| CURRENT DISBURSEMENTS FOR THIS MATTER | $93.76 |

| | |
|---|---|
| CURRENT FEES | $9,580.50 |
| CURRENT DISBURSEMENTS | $93.76 |
| TOTAL CHARGES THIS BILL | $9,674.26 |



2

von Briesen
von Briesen & Roper, s.c. Attorneys at Law

BROWN COUNTY
ATTN: DAVID HEMERY
P.O. BOX 23600
GREEN BAY, WI 54305-3600

INVOICE NO. 235780
INVOICE DATE JUNE 7, 2017

ATTY. ANDREW T. PHILLIPS

HIGHWAY - PD&T MATTER

MATTER NO. 009948-00021

PROFESSIONAL SERVICES RENDERED THROUGH MAY 31, 2017

| | | | | |
|---|---|---|---|---|
| 04/03/17 | AHM | REVIEW MATERIALS AND NOTES; PREPARATION OF NOTES AND CORRESPONDENCES. | 2.00 | 800.00 |
| 04/03/17 | SC | DRAFT MEDIATION SUBMISSION (INTRODUCTION, FACTS, APPRAISALS, MEDIATION POSITIONS, ETC.) | 2.60 | 728.00 |
| 04/04/17 | SC | REVISE MEDIATION STATEMENT; PREPARE EXHIBITS AND COVER LETTER; CORRESPONDENCE WITH CLIENTS REGARDING SAME. | 1.20 | 336.00 |
| 04/05/17 | SC | FINALIZE AND FILE BROWN COUNTY'S MEDIATION STATEMENT AND SUBMIT TO MEDIATOR. | .20 | 56.00 |
| 04/05/17 | NJB | EDIT AND SEND FINAL MEDIATION POSITION STATEMENT TO CHUCK GRAUPNER. | .50 | 112.50 |
| 04/07/17 | SC | CORRESPONDENCE WITH MEDIATOR AND J. KELLY REGARDING MEDIATION. | .20 | 56.00 |
| 04/10/17 | AHM | REVIEW MATERIALS AND NOTES IN PREPARATION FOR MEDIATION; PREPARATION OF CORRESPONDENCE. | 2.50 | 1000.00 |
| 04/10/17 | SC | PREPARE FOR MEDIATION; TELEPHONE CONFERENCE WITH C. GRAUPNER REGARDING QUESTIONS ON DRIVEWAY AND HIGHEST AND BEST USE; TELEPHONE CONFERENCE WITH P. FONTECCHIO REGARDING MEDIATION AND ADVANCE PREPARATION SESSION. | 1.20 | 336.00 |
| 04/11/17 | AHM | ATTENDANCE AT MEDIATION. | 6.50 | 2600.00 |
| 04/11/17 | SC | PREPARE FOR, TRAVEL TO OSHKOSH, AND ATTEND MEDIATION WITH CORPORATION COUNSEL AND DIRECTOR OF PUBLIC WORKS AND OPPOSING COUNSEL. | 7.00 | 1960.00 |

| | | | | |
|---|---|---|---|---|
| 04/12/17 | SC | CORRESPONDENCE WITH J. KELLY REGARDING JOINT LETTER TO COURT AND REMOVAL OF FUNDS FROM COURT; CORRESPONDENCE WITH G. GERBERS AND P. FONTECCHIO REGARDING SAME AND BROWN COUNTY'S CLAIMS (IF ANY); SUBMIT JOINT LETTER TO COURT. | 1.10 | 308.00 |
| 04/14/17 | SC | CORRESPONDENCE WITH CLIENT REGARDING FINAL SETTLEMENT ACTIONS. | .20 | 56.00 |
| 04/18/17 | SC | CORRESPONDENCE WITH G. GERBERS REGARDING W-9 PAYMENT. | .20 | 56.00 |
| 05/02/17 | SC | DRAFT RELEASE AND CORRESPONDENCE WITH G. GERBERS AND P. FONTECCHIO REGARDING SAME. | .50 | 140.00 |
| 05/03/17 | SC | CORRESPONDENCE WITH G. GERBERS AND P. FONTECCHIO REGARDING FINAL RELEASE AND CHECK; CORRESPONDENCE WITH J. KELLY REGARDING SAME. | .80 | 224.00 |
| 05/09/17 | SC | CORRESPONDENCE WITH J. KELLY REGARDING RELEASE AND PAYMENT. | .20 | 56.00 |
| 05/10/17 | SC | REVISE RELEASE AND CIRCULATE TO J. KELLY FOR EXECUTION. | .20 | 56.00 |
| 05/11/17 | SC | WORK ON FINALIZING SETTLEMENT DOCUMENTS. | .20 | 56.00 |
| 05/17/17 | SC | CORRESPONDENCE WITH FONFEREK'S COUNSEL REGARDING EXECUTION OF FINAL RELEASE IN ORDER TO RELEASE FUNDS. | .20 | 56.00 |
| 05/22/17 | SC | CORRESPONDENCE WITH B. BRAND REGARDING EXECUTION OF RELEASE. | .20 | 56.00 |
| 05/24/17 | SC | TRANSMIT SETTLEMENT CHECK TO ATTY. KELLY; REVISE STIPULATION AND ORDER FOR DISMISSAL AND SUBMIT TO ATTY. KELLY; FINALIZE AND FILE SAME WITH THE COURT; WRAP-UP FILE. | 1.80 | 504.00 |
| 05/30/17 | SC | TELEPHONE CONFERENCE WITH COURT REGARDING EXECUTION OF STIPULATION AND ORDER FOR DISMISSAL. | .10 | 28.00 |

CURRENT FEES FOR THIS MATTER $9,580.50

DISBURSEMENTS



2

| | | |
|---|---|---|
| 05/04/17 | FED EX REGARDING DELIVERY ON 04/05/17 | 13.19 |
| 04/30/17 | TRAVEL EXPENSES - MILEAGE TO/FROM OSHKOSH TO ATTEND MEDIATION (150.6 MILES) 04/11/17 | 80.57 |
| | CURRENT DISBURSEMENTS FOR THIS MATTER | $93.76 |

BILLING SUMMARY

| | | | |
|---|---|---|---|
| ALAN H. MARCUVITZ | 11.00 hours at | $400.00 = | 4400.00 |
| SMITHA CHINTAMANENI | 18.10 hours at | $280.00 = | 5068.00 |
| NICHOLAS J. BOERKE | 0.50 hours at | $225.00 = | 112.50 |

| | |
|---|---|
| CURRENT FEES FOR THIS MATTER | $9,580.50 |
| CURRENT DISBURSEMENTS FOR THIS MATTER | $93.76 |
| TOTAL AMOUNT DUE FOR THIS MATTER | $9,674.26 |



2

von Briesen

von Briesen & Roper, s.c. Attorneys at Law

BROWN COUNTY
ATTN: DAVID HEMERY
305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

INVOICE NO. 235779
INVOICE DATE JUNE 7, 2017
TAX ID. 39-1576289

---

CLIENT NO. 009948

GENERAL

MATTER NO. 009948-00008

| | |
|---|---|
| CURRENT FEES FOR THIS MATTER | $216.00 |
| CURRENT FEES | $216.00 |
| TOTAL CHARGES THIS BILL | $216.00 |



2

von Briesen

von Briesen & Roper, sc Attorneys at Law

BROWN COUNTY
ATTN: DAVID HEMERY
305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

INVOICE NO. 235779
INVOICE DATE JUNE 7, 2017

ATTY. ANDREW T. PHILLIPS

GENERAL

MATTER NO. 009948-00008

PROFESSIONAL SERVICES RENDERED THROUGH MAY 31, 2017

| | | | | |
|---|---|---|---|---|
| 05/10/17 | JRK | DISCUSSION WITH R. HEIDEN REGARDING OPEN MEETINGS ISSUES. | .30 | 72.00 |
| 05/10/17 | RPH | ANALYSIS OF WIS. STAT. S. 19.85, ET SEQ. AND S. 59.54(15) TO EVALUATE WHETHER THE COUNTY BOARD'S REQUIRED ANNUAL INSPECTION OF THE JAIL UNDER S. 59.54(15) CONSTITUTES A MEETING UNDER WISCONSIN'S OPEN MEETINGS LAW AND, AS A RESULT, MUST BE OPEN TO THE PUBLIC; TELEPHONE CORRESPONDENCE WITH D. HEMERY TO DISCUSS ANALYSIS AND RECOMMENDATION THAT COUNTY BOARD TABLE ITEM AND RE-NOTICE MEETING WITH POSSIBILITY OF GOING INTO CLOSED SESSION. | .60 | 144.00 |

CURRENT FEES FOR THIS MATTER $216.00

BILLING SUMMARY

| | | |
|---|---|---|
| JAMES R. KOROM | 0.30 hours at $240.00 = | 72.00 |
| RYAN P. HEIDEN | 0.60 hours at $240.00 = | 144.00 |

CURRENT FEES FOR THIS MATTER $216.00

TOTAL AMOUNT DUE FOR THIS MATTER $216.00



2

5.1

*Patrick Evans*
*Brown County Supervisor*
1692 Nancy Avenue
Green Bay, WI 54303
(920) 494-5224
evans_pm@co.brown.wi.us

February 15, 2017

Communication

To:
Administration Committee
Executive Committee

---

To have Corporation Counsel and Human Resources review Chapter 4 and the Employee Handbook Chapter 30.01 as it relates to language for Progressive Discipline and make appropriate suggestions as how to incorporate such language and procedures.

---

Respectfully submitted,

Patrick Evans
Brown County Supervisor

5b

**BROWN COUNTY**
**BOARD OF SUPERVISORS**
COURT HOUSE
GREEN BAY, WISCONSIN

BROWN COUNTY BOARD OF SUPERVISORS

Meeting Date: 6/21/17
Referral to: ~~Public Safety / Corporation Counsel~~ Executive
Agenda No.:

Motion from the Floor

I make the following motion: A resolution in support of 2017 assembly bill 292, and senate bill 228, relating to the sale of the Green Bay Correctional Institution, construction, and lease with an option to purchase a new correctional institution within Brown County

Signed: Joan Brusky

District No.: 15 14

(Please deliver to the County Clerk after the motion is made for recording into the minutes.)

4

12a

**BOARD OF SUPERVISORS**

Brown County

**BROWN COUNTY**
**BOARD OF SUPERVISORS**
**GREEN BAY, WISCONSIN**

Meeting Date: 6/21/17

Agenda No.: Late Communication

**Motion from the Floor**

**I make the following motion:**

Amend the Debt Reduction Infrastructure and Property Tax Relief Plan resolution (Sales Tax Ordinance) to include language that clarifies that the ½% Sales Tax ends as soon as sufficient Sales Tax funds are collected to pay for identified and approved projects or $147 million, whichever comes first.

Executive Committee

Signed:

District No. 17

(Please deliver to County Clerk after motion is made for recording into minutes.)

5

# PACE GUIDE

## WORKING WITH COMMUNITY LEADERS

PROPERTY ASSESSED CLEAN ENERGY

## REACHING OUT

Community leaders care most about an issue when their own constituents are involved. Having local property owners voice an interest in PACE is a great way to get the attention of a government board. Form partnerships with stakeholders in the community through chambers of commerce or homeowner associations. Make things easy for constituents by providing template letters of support and contact information for elected officials.

## PROPERTY OWNER SUPPORT

Property owners don't need to be PACE experts to get the attention of local leadership. The best thing they can do is make a short compelling statement defining how PACE will positively impact their property or business. Ex: "PACE will help me save $30K on my bills, which allows me to hire a new employee," or "I need to lower operating costs to continue doing business in our city, and PACE will help me do that." Once the elected officials are interested, they will reach out to the local PACE experts to learn more.

## STARTING THE CONVERSATION

It's important to understand the goals of the local administration. Most of the time elected officials can agree that Economic Development and Job Creation are initiatives worth pursuing, yet environmental dialogue has the potential to be polarizing. Unless the municipality has an acute interest in eco-initiatives, avoid language referring to climate change, green-house gasses, carbon footprint, etc. Lead with the idea that PACE is an economic development program that will lower the cost of doing business in your community and and create jobs for your local workforce. It sets the tone for the discussion so your audience isn't thinking of PACE as "just a sustainability program" but through the lens of financial benefit.

## MAKING THE CASE FOR PACE

The Economic Development benefits associated with PACE have a direct impact on the community. Well maintained buildings with low energy costs are attractive to buyers and potential employers. PACE lowers the cost of doing business for existing owners and lowers the investment hurdle for new business to enter the community. When community stakeholders are saving money, they have increased dollars to spend and reinvest in the local economy. Energy projects increase the demand for skilled building professionals and impact job creation. It puts officials at ease to remind them that PACE isn't a brand new concept, and uses the same assessment mechanism as other public benefits, such as sewers and sidewalks.

## BENEFITS OF PACE

**WORKFORCE DEVELOPMENT:** Creates local jobs

**ECONOMIC DEVELOPMENT:** Lowers cost of doing business

**BUILDING STOCK:** Maintained and upgraded

**BOTTOM LINE:** Directly impacts local businesses

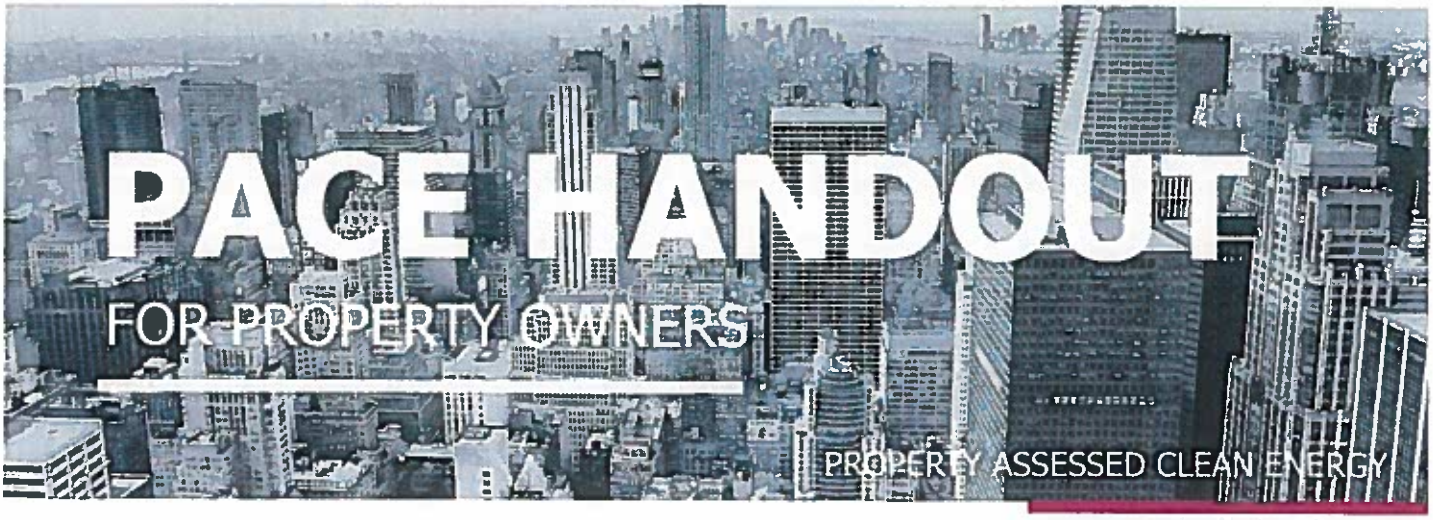
**HEALTHY AIR:** Environmental impact

**Pro Tip:** Don't forget to follow up and be persistent. Providing resources that take burden off municipal shoulders is always helpful!

PACENation

www.pacenation.us
info@pacenow.org

4.7




## WHAT IS PACE?

Property Assessed Clean Energy (PACE) is a financing mechanism that enables low-cost, long-term funding for energy efficiency, renewable energy and water conservation projects. PACE financing is repaid as an assessment on the property's regular tax bill, which generates benefits that aren't available through conventional forms of funding. Statewide legislative statutes authorize municipalities to offer PACE, so check if there's a PACE program in your area at www.PACENation.us.

## 100% FINANCING

- PACE funds 100% of the hard and soft costs of an energy project so property owners don't have to cover any up-front or out-of-pocket costs.
- Property owners can reallocate funds previously reserved for energy projects to be used on other capital projects or budgetary items.
- This is especially important for properties with limited expenditure budgets (nonprofits, new businesses, etc.)

## 20 YEAR FINANCING TERM

- PACE allows financing terms up to 20 years, not to exceed the average useful life of the improvements.
- Enables deep retrofit projects with paybacks of 20 years, rather than only low-hanging fruit with quick paybacks.
- Allows comprehensive projects with deeper impacts on energy usage and significant effects on the bottom line.
- 20 year amortization makes it possible for annual energy savings to exceed annual PACE payments.

## ALIGNED LANDLORD & TENANT INTERESTS

- PACE assessments are part of a property's regular tax bill, so the cost of financing (along with the benefits) can be shared with tenants under most lease forms.
- PACE eliminates the split incentive issue that derails many energy projects.

## TRANSFERABILITY

- PACE financing is attached to a building through a tax assessment; it's not attached to an individual or business.
- If the building is sold before the PACE assessment is paid off, it seamlessly transfers to the new owner as part of the taxes. The savings from the energy project transfer to the new owner too.

## BENEFITS OF PACE

- NO OUT OF POCKET COST
- LOW-RATE LONG-TERM
- CASH FLOW POSITIVE
- INCREASED COMFORT, DECREASED MAINTENTANCE
- ALIGNED LANDLORD AND TENANT INTERESTS

PACENation

PACENation is the national, nonprofit advocate for PACE financing. We provide leadership, data, support and resources for the growing marketplace.

www.pacenation.us
info@pacenow.org

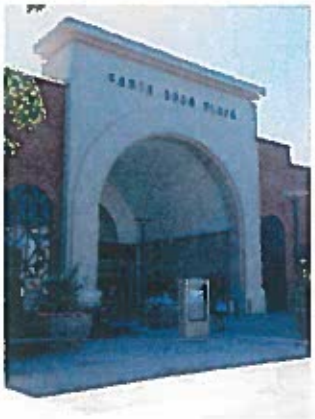
4. 7

# PACE Case Study No. 5
# Simon Property Group chooses PACE for Santa Rosa Plaza.

## The Challenge

Santa Rosa Plaza, one of the premier downtown shopping destinations in Northern California, needed a "Cool Roof." The building is relatively new, it was built in 1971, and it houses a number of well-known tenants: Apple, Best Buy, Abercrombie & Fitch, Burger King, GAP, Michael Kors, GNC, and many others. Building owner - Simon Property Group, which is the largest real estate investment trust, was looking to:

- Increase tenants comfort and satisfaction
- Improve overall building performance
- Reduce energy costs



## The Solution

In 2009, PACE was still a relatively new idea and Simon Property Group immediately recognized the benefits of long-term, property tax like structure. The building manager was motivated by economic savings and a desire to support sustainability in general. PACE was a winning solution for Santa Rosa Plaza for the following reasons:

- Zero up-front cash investment
- Ability to pass payments through to tenants
- PACE assessment stays with the property upon sale
- Long-term financing

## Project Success

Santa Rosa Plaza was the first large-scale commercial PACE project in California. The Sonoma County Energy Independence Program worked with the building manager from the application up until the project completion. A local utility, PG & E financed an ASHRAE Level 1 audit, which allowed all parties to determined the most effective combination of improvements and financing options.

A "Cool Roof" is a highly reflective roofing system that stays up to 60 degrees cooler than a typical roof. "This is just one of the many steps we're taking to reduce our carbon footprint here at Santa Rosa Plaza," said Laura Kozup, Area Mall Manager at Santa Rosa Plaza." We recently installed an eco-friendly energy management system that will be an effective complement to the Cool Roof, and we are very grateful to Sonoma County for enabling us to serve as an example to other corporate citizens who are reviewing opportunities to reduce energy costs and create jobs responsibly."

### PACE in Sonoma, CA

Sonoma County Energy Independence Program (SCEIP) provides financing strategies that improve the property value, stimulate the economy, and create jobs for the community.

### Contact Information

SCEIP Program
707.565.6470
sceip@sonoma-county.org
www.sonomacountyenergy.org

### Project Financing

PACE Assessment: $463,411
Term: 10 years
Rate: 7% fixed

### Building Details

Size: 699,000 sq. ft.
Year Built: 1971
Building Value: $240 million

### Improvements

Reflective Cool Roof

© 2013 PACENow

ENERGY INDEPENDENCE

in partnership with energy upgrade CALIFORNIA

SIMON

May 17, 2017

**AN ORDINANCE TO CREATE CHAPTER 43 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "PROPERTY ASSESSED CLEAN ENERGY FINANCING"**

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

**Section 1.** Chapter 43 entitled "Property Assessed Clean Energy Financing" is created to read:

## CHAPTER 43

## PROPERTY ASSESSED CLEAN ENERGY FINANCING.

### 43.01 PROPERTY ASSESSED CLEAN ENERGY FINANCING PROGRAM

(1) PURPOSE. The County finds that renovations or additions to premises located in the County made to improve energy efficiency, improve water efficiency, and/or use renewable resource applications, increase property values, stimulate local economic activity, provide local and global environmental benefits, and promote the general welfare of County residents. The purpose of this Section is to facilitate loans arranged by property owners or lessees to make such improvements by treating loan principal and interest, fees, and other charges as special charges eligible for inclusion on the tax roll for these properties.

(2) STATUTORY AUTHORITY. This ordinance is enacted pursuant to Wis. Stat. § 66.0627, as amended, which authorizes a County to make a loan or enter into an agreement regarding loan repayments to a 3rd party for owner-arranged or lessee-arranged financing, to an owner or a lessee of a premises located in the County for making or installing an energy efficiency improvement, a water efficiency improvement or a renewable resource application to a premises.

(3) DEFINITIONS. In this section:

(a) "Annual installment" means the portion of the PACE loan that is due and payable for a particular year under the supplemental agreement.

(b) "Borrower" means the property owner or lessee of the subject property that borrows the proceeds of a PACE loan.

(c) "Default loan balance" means the outstanding balance, whether or not due, of a PACE loan at the time that the County receives foreclosure proceeds.

(d) "Foreclosure proceeds" means the proceeds received by the County from the disposition of a subject property through an *in rem* property tax foreclosure.

(e) "Loan amount" means the principal, interest, administrative fees (including the Program Administrator's fees) and other loan charges to be paid by the borrower under the PACE loan.

(f) "PACE" means the acronym for property assessed clean energy.

(g) "PACE default provisions" means:



6

1. The delinquent annual installment(s) due when the County initiates the *in rem* property tax foreclosure on the subject property; and

2. Any additional annual installment(s) that become due between the time that the County initiates *in rem* property tax foreclosure on the subject property and the date the County receives the foreclosure proceeds; and

3. Any default interest charges applied to unpaid annual installments referenced in subs. (1.) and (2.) above, as provided in the supplemental agreement; and

4. Any default loan balance.

(h) "PACE lender" means any person that makes a PACE loan, and which may include an affiliate of the borrower.

(i) "PACE loan" means a loan made by a PACE lender to a borrower under this Section for energy efficiency improvements, water efficiency improvements, or renewable resource applications made to or installed on a subject property.

(j) "Person" means any individual, association, firm, corporation, partnership, limited liability company, trust, joint venture or other legal entity, or a political subdivision as defined in Wis. Stat. § 66.0627.

(k) "Program Administrator" means the person retained by the Wisconsin PACE Commission as provided in subsection (5)(b).

(l) "Subject property" means any premises located in the County on which energy efficiency improvements, water efficiency improvements, or renewable resource applications are being or have been made and financed through an outstanding PACE loan.

(m) "Supplemental agreement" means a written agreement among a borrower, a PACE lender and the County, as provided for in subsection (7).

(n) "Wisconsin PACE Commission" means the Wisconsin PACE Commission formed under Wis. Stat. § 66.0301, as amended, by the County and one or more other political subdivisions as defined in Wis. Stat. § 66.0627, pursuant to a Joint Exercise of Powers Agreement relating to the Wisconsin PACE Commission.

(4) PACE LOANS AS SPECIAL CHARGES; DELINQUENT AMOUNTS AS LIENS. Any PACE loan made and secured pursuant to this Section shall be considered a special charge on the subject property. Any annual installment or portion of a PACE loan made and secured pursuant to the Section that becomes delinquent according to the terms of the PACE loan shall be a lien against the subject property and placed on the tax roll, as permitted pursuant to Wis. Stat. §66.0627 as amended.

(5) WISCONSIN PACE COMMISSION.

(a) Any of the powers and duties of the County under this Section, except for those under subsection (9) may (but are not required to) be delegated to the Wisconsin PACE Commission.

(b) The Wisconsin PACE Commission is further authorized to retain a Program



6

Administrator to act as its agent and administer the PACE program, subject to adherence with PACE program requirements set forth in this Section and in Wis. Stat. § 66.0627 as amended.

(6) LOAN APPROVAL.

(a) A prospective borrower applying for a PACE loan shall comply with the loan application process set forth in the program manual approved by the County.

(b) The County shall approve the financing arrangements between a borrower and PACE lender.

(7) SUPPLEMENTAL AGREEMENT.

(a) The County, the borrower and the PACE lender shall execute the supplemental agreement which, without limitation:

1. Shall inform the participants that the PACE loan amount shall be imposed as and considered a special charge, and each year's annual installment may be included on the property tax roll of the subject property as a special charge and an annual installment that is delinquent shall be a lien against the subject property pursuant to Wis. Stat. § 66.0627, as amended;

2. Shall recite the amount and the term of the PACE loan;

3. Shall provide for the amount, or a method for determining the amount, of the annual installment due each year;

4. Shall provide whether default interest may be applied to unpaid annual installments;

5. Shall require the PACE lender and the borrower to comply with all federal, state and local lending and disclosure requirements;

6. Shall provide for any fees payable to the County and/or Program Administrator;

7. Shall recite that the supplemental agreement is a covenant that runs with the land;

8. May provide for prepayments of annual installments by the borrower with a resulting reduction in the special charge for the prepayment, subject to any prepayment premium charged by the PACE lender, if any; and

9. May allow for amendment by the parties.

(b) Prior to executing the supplemental agreement, the owner of the subject property, if different from the borrower, and any existing mortgage holder(s) on the subject property must have executed a separate writing acknowledging the borrower's use of PACE financing for the subject property and the special charge that will be imposed under this Section and its consequences, including the remedies for collecting the special charge.



6

(c) Each PACE loan shall be amortized over the term of the PACE loan as provided in the supplemental agreement.

(d) The annual payments of a PACE loan may be payable in installments as authorized by Wis. Stat. § 66.0627, as amended.

(8) ANNUAL INSTALLMENTS ADDED TO TAX ROLLS. Upon the request of the Program Administrator, the County shall place each year's annual installment on the tax roll for the subject property as permitted pursuant to Wis. Stat. § 66.0627, as amended.

(9) REMITTANCE OF SPECIAL CHARGES. The County shall promptly remit to the Wisconsin PACE Commission any payment(s) for a special charge imposed under this Section, including penalties and charges thereon, it may receive from any taxing district or the County treasurer pursuant to Wis. Stat. Ch. 74, as amended.

(10) PROPERTY TAX FORECLOSURE PROCEDURES.

(a) The County elects to utilize the provisions of Wis. Stat. § 75.521, as amended, for the purpose of enforcing tax liens if a subject property owner fails to pay any special charges imposed on the subject property under this Section as required.

(b) The County shall begin an *in rem* property tax foreclosure proceeding on the subject property at the earliest time allowed under Wisconsin Statutes, unless the County determines that subject property is a "brownfield" (as defined is Wis. Stat. § 75.106, as amended) or that *in rem* property tax foreclosure is not in the best interests of the County due to the condition of the property or for other reasons.

(c) If the County has determined that it will not commence an *in rem* property tax foreclosure proceeding, then the PACE lender may request that the County, pursuant to Wis. Stat. § 75.106, as amended, assign the County's right to take judgment against the subject property, provided that the PACE lender and the County fully comply with all provisions of Wis. Stat. § 75.106, as amended, concerning the subject property and the PACE lender agrees to pay the amounts required by Wis. Stat. § 75.36(3)(a)1 and 1m, as amended.

(11) SALE OF FORECLOSED PROPERTY. If the County prevails in an *in rem* property tax foreclosure action against a subject property, the County shall diligently proceed to sell the subject property pursuant to the procedures set forth in Wis. Stat. § 75.69, as amended.

(12) DISTRIBUTION OF FORECLOSURE PROCEEDS. The County treasurer shall follow the procedures set forth in Wis. Stat. § 75.36, as amended, to distribute the proceeds from the sale of a subject property.

**Section 2.** This Ordinance shall take effect upon passage and publication.

Respectfully submitted,
Executive Committee



10

Approved By:

_____
COUNTY EXECUTIVE (Date)

_____
COUNTY CLERK (Date)

_____
COUNTY BOARD CHAIR (Date)

Authored by: Corporation Counsel

Final Draft Approved by: Corporation Counsel

*Fiscal Impact: This ordinance does not require an appropriation from the General Fund.*

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

| SUPERVISOR NAMES | DIST # | AYES | NAYS | ABSTAIN |
|---|---|---|---|---|
| SIEBER | 1 | | | |
| DE WANE | 2 | | | |
| NICHOLSON | 3 | | | |
| HOYER | 4 | | | |
| GRUSZYNSKI | 5 | | | |
| LEFEBVRE | 6 | | | |
| ERICKSON | 7 | | | |
| ZIMA | 8 | | | |
| EVANS | 9 | | | |
| VANDER LEEST | 10 | | | |
| BUCKLEY | 11 | | | |
| LANDWEHR | 12 | | | |
| DANTINNE, JR | 13 | | | |

| SUPERVISOR NAMES | DIST # | AYES | NAYS | ABSTAIN |
|---|---|---|---|---|
| BRUSKY | 14 | | | |
| BALLARD | 15 | | | |
| KASTER | 16 | | | |
| VAN DYCK | 17 | | | |
| LINSSEN | 18 | | | |
| KNEISZEL | 19 | | | |
| CLANCY | 20 | | | |
| CAMPBELL | 21 | | | |
| MOYNIHAN | 22 | | | |
| BLOM | 23 | | | |
| SCHADEWALD | 24 | | | |
| LUND | 25 | | | |
| BECKER | 26 | | | |

Total Votes Cast _____

Motion Adopted _____ Defeated _____ Tabled _____



6

CORPORATION COUNSEL

*Brown County*

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600

PHONE (920) 448-4006
FAX (920) 448-4003
David.Hemery@co.brown.wi.us

David P. Hemery
Corporation Counsel

**RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD**

**DATE:** March 3, 2017
**REQUEST TO:** Executive Committee; and County Board
**MEETING DATE:** 03-06-2017; 03-15-2017; 5-17-17
**REQUEST FROM:** Troy Streckenbach, County Executive; and Wisconsin Counties Association

**REQUEST TYPE:** ☐ New resolution ☐ Revision to resolution
X New ordinance ☐ Revision to ordinance

**TITLE:** An Ordinance to Create Chapter 43 of the Brown County Code of Ordinances Entitled "Property Assessed Clean Energy Financing"

**ISSUE/BACKGROUND INFORMATION:**
Promote no cost energy efficiency

**ACTION REQUESTED:**
To approve of and pass Ordinance

**FISCAL IMPACT:**
*NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☐ Yes X No
   a. If yes, what is the amount of the impact? $_____
   b. If part of a bigger project, what is the total amount of the project? $_____
   c. Is it currently budgeted? ☐ Yes ☐ No
      1. If yes, in which account? _____
      2. If no, how will the impact be funded? _____

**X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

6-

May 17, 2017

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

**PROPERTY ASSESSED CLEAN ENERGY (PACE) RESOLUTION**

Ladies and Gentlemen:

**WHEREAS,** pursuant to Wis. Stat. § 66.0301, two or more municipalities of the State of Wisconsin may by contract create a commission for the joint exercise of any power or duty required or authorized by law; and

**WHEREAS,** Brown County is a "municipality" as that term is defined in Wis. Stat. § 66.0301 and a political subdivision located in the State; and

**WHEREAS,** Brown County is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare, which may be accomplished by various means; and

**WHEREAS,** Wis. Stat. § 66.0627(8) authorizes a city, a village, a town and a county in this State to, among other things, make a loan to or otherwise arrange, participate in or facilitate the financing of an energy improvement, a water efficiency improvement or a renewable resource application to a real property within its jurisdiction and to provide for such financing through the imposition of a special charge against the property benefitted by the energy or water efficiency improvement or renewable resource project; and

**WHEREAS,** such financings are commonly referred to as "Property Assessed Clean Energy" or "PACE" financings; and

**WHEREAS,** Brown County has determined that it is in the public interest to provide real property owners, lessees, lenders and other transaction parties in Brown County with access to a uniformly-administered program for PACE financing; and

**WHEREAS,** Brown County and other counties, with the support and counsel of the Wisconsin Counties Association, League of Wisconsin Municipalities, Green Tier Legacy Communities and other stakeholders, have studied the possibility of creating a commission pursuant to Wis. Stat. § 66.0301 to be known as the Wisconsin PACE Commission ("Commission"); and

**WHEREAS,** the Wisconsin PACE Commission would be formed and operated in accordance with a **Joint Exercise of Powers Agreement relating to Wisconsin PACE Commission** ("Commission Agreement") of which a substantially final draft is **attached** to this Resolution; and

**WHEREAS,** it is in Brown County's best interests to join the Wisconsin PACE Commission and authorize the execution of the Commission Agreement; and

**WHEREAS,** in accordance with Wis. Stat. § 66.0627 and the provisions of the Commission Agreement, in order to participate, Brown County must adopt an Ordinance relating to the

administration of PACE financings in Brown County and throughout the State ("PACE Ordinance"); and

**WHEREAS,** **attached** to this Resolution is a proposed ordinance to create Chapter 43 of the Brown County Code of Ordinances, entitled "**Property Assessed Clean Energy Financing**" ("Pace Ordinance"), which will be considered at the same meeting at which this Resolution is being considered; and

**WHEREAS,** adoption of the PACE Ordinance is a necessary condition to Brown County entering into the Commission Agreement; and

**WHEREAS,** it is the intent of this Resolution to authorize Brown County to become a member of the Commission and to authorize the Brown County Executive to finalize and execute the final Commission Agreement in substantially the form of the draft Commission Agreement attached to this Resolution;

**NOW, THEREFORE, BE IT RESOLVED:**

That the Brown County Board of Supervisors hereby authorizes the County Executive to sign and enter into a Commission Agreement that is substantially similar to the draft Commission Agreement attached to this Resolution, after receipt of preliminary approval from the other participating municipalities and after review and approval of the County Corporation Counsel; and

**BE IT FURTHER RESOLVED:**

That the County Executive is hereby authorized to act as Brown County's official representative in relation to the final approval of the form of the Commission Agreement and to otherwise take all action necessary to effectuate the intent of this Resolution; and

**BE IT FINALLY RESOLVED:**

That the County Executive is hereby authorized to appoint a Brown County Board Supervisor or other Local Public Office holder, as that term is defined in Wis. Stat. § 19.42(7w), to act as the Brown County "Representative Director" of the Board of Directors of the Commission in accordance with the Commission Agreement, and that the individual appointed shall serve at the pleasure of the Brown County Executive.

Respectfully Submitted,

EXECUTIVE COMMITTEE

Approved By:

_____

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____



7

Authored by Corporation Counsel.

Final Draft Approved by Corporation Counsel.

*Fiscal Note: This resolution does not require an appropriation from the general fund.*

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

| SUPERVISORS | DIST. # | AYES | NAYS | ABSTAIN | EXCUSED |
|---|---|---|---|---|---|
| SIEBER | 1 | | | | |
| DE WANE | 2 | | | | |
| NICHOLSON | 3 | | | | |
| HOYER | 4 | | | | |
| GRUSZYNSKI | 5 | | | | |
| LEFEBVRE | 6 | | | | |
| ERICKSON | 7 | | | | |
| ZIMA | 8 | | | | |
| EVANS | 9 | | | | |
| VANDER LEEST | 10 | | | | |
| BUCKLEY | 11 | | | | |
| LANDWEHR | 12 | | | | |
| DANTINNE, JR | 13 | | | | |

| SUPERVISORS | DIST. # | AYES | NAYS | ABSTAIN | EXCUSED |
|---|---|---|---|---|---|
| BRUSKY | 14 | | | | |
| BALLARD | 15 | | | | |
| KASTER | 16 | | | | |
| VAN DYCK | 17 | | | | |
| LINSSEN | 18 | | | | |
| KNEISZEL | 19 | | | | |
| CLANCY | 20 | | | | |
| CAMPBELL | 21 | | | | |
| MOYNIHAN, JR. | 22 | | | | |
| BLOM | 23 | | | | |
| SCHADEWALD | 24 | | | | |
| LUND | 25 | | | | |
| BECKER | 26 | | | | |

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

CORPORATION COUNSEL

*Brown County*

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600

David P. Hemery
Corporation Counsel

PHONE (920) 448-4006
FAX (920) 448-4003
David.Hemery@co.brown.wi.us

## RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

**DATE:** March 3, 2017
**REQUEST TO:** Executive Committee; and County Board
**MEETING DATE:** 03-06-2017; 03-15-2017; 05-17-2017
**REQUEST FROM:** Troy Streckenbach, County Executive; and Wisconsin Counties Association

**REQUEST TYPE:** X New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

**TITLE:** Property Assessed Clean Energy (PACE) Resolution

**ISSUE/BACKGROUND INFORMATION:**
Promote no cost energy efficiency

**ACTION REQUESTED:**
To approve of and pass Resolution

**FISCAL IMPACT:**
*NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☐ Yes X No
   a. If yes, what is the amount of the impact? $_____
   b. If part of a bigger project, what is the total amount of the project? $_____
   c. Is it currently budgeted? ☐ Yes ☐ No
      1. If yes, in which account? _____
      2. If no, how will the impact be funded? _____

**X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

July 19, 2017

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION REGARDING A CHANGE IN TABLE OF ORGANIZATION FOR THE DEPARTMENT OF ADMINISTATION'S RISK MANAGER, BUYER, AND PURCHASING CLERK POSITIONS.**

**WHEREAS,** the Brown County Administration Department ("Department") table of organization currently includes a vacant 1.00 FTE Buyer and a vacant 1.00 FTE Purchasing Clerk position ("Position"); and

**WHEREAS,** the required duties and responsibilities have been reviewed and it was determined that the Buyer position could adequately absorb the duties of the Administrative Clerk without hardship and create a cost savings in the Department; and

**WHEREAS,** the Department has faced recruiting challenges for the Risk Manager vacancy due to the lower pay grade in which it is assigned in the Classification and Compensation Plan. The Department requests a reclassification of the position moving it from pay grade 6 to pay grade 5 in order to attract higher level candidates and become competitive with similar vacancies in the area; and

**NOW, THEREFORE, BE IT RESOLVED** by the Brown County Board of Supervisors, the deletion of the 1.00 FTE Administrative Clerk from the Administration table of organization, the reclassification of the 1.00 FTE Buyer to 1.00 FTE Buyer/Purchasing Clerk, and the reclassification of 1.00 FTE Risk Manager in Pay Grade 6 to 1.00 FTE Risk Manager in Pay Grade 5 of the Classification and Compensation Plan.

8

**Budget Impact:**

Administration Department

| Partial Year Budget Impact | FTE | Addition/ Deletion | Salary | Fringe | Total |
|---|---|---|---|---|---|
| Administrative Clerk, PG 17 | (1.00) | Deletion | ($17,827) | ($7,252) | ($25,079) |
| Risk Manager, PG 6 | (1.00) | Deletion | ($53,179) | ($14,840) | ($68,019) |
| Risk Manager, PG 5 | 1.00 | Addition | $58,349 | $15,616 | $73,965 |
| **Partial Year Budget Impact** | | | **($12,657)** | **($6,477)** | **($19,133)** |

| Annualized Budget Impact | FTE | Addition/ Deletion | Salary | Fringe | Total |
|---|---|---|---|---|---|
| Administrative Clerk, PG 17 | (1.00) | Deletion | ($38,626) | ($15,713) | ($54,339) |
| Risk Manager, PG 6 | (1.00) | Deletion | ($76,814) | ($21,436) | ($98,250) |
| Risk Manager, PG 5 | 1.00 | Addition | $84,282 | $22,556 | $106,838 |
| **Annualized Budget Impact** | | | **($31,158)** | **($14,593)** | **($45,751)** |

*Fiscal Note: This resolution does not require an appropriation from the General Fund. The Table of Organization change will result in a savings of $19,133 for 2017 and an annual savings of $45,751 thereafter.*

Respectfully submitted,

ADMINISTRATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

_____

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

Authored by Human Resources

Final Draft Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

| SUPERVISORS | DIST. # | AYES | NAYS | ABSTAIN | EXCUSED |
|---|---|---|---|---|---|
| SIEBER | 1 | | | | |
| DE WANE | 2 | | | | |
| NICHOLSON | 3 | | | | |
| HOYER | 4 | | | | |
| GRUSZYNSKI | 5 | | | | |
| LEFEBVRE | 6 | | | | |
| ERICKSON | 7 | | | | |
| ZIMA | 8 | | | | |
| EVANS | 9 | | | | |
| VANDER LEEST | 10 | | | | |
| BUCKLEY | 11 | | | | |
| LANDWEHR | 12 | | | | |
| DANTINNE, JR | 13 | | | | |

| SUPERVISORS | DIST. # | AYES | NAYS | ABSTAIN | EXCUSED |
|---|---|---|---|---|---|
| BRUSKY | 14 | | | | |
| BALLARD | 15 | | | | |
| KASTER | 16 | | | | |
| VAN DYCK | 17 | | | | |
| LINSSEN | 18 | | | | |
| KNEISZEL | 19 | | | | |
| CLANCY | 20 | | | | |
| CAMPBELL | 21 | | | | |
| MOYNIHAN, JR. | 22 | | | | |
| BLOM | 23 | | | | |
| SCHADEWALD | 24 | | | | |
| LUND | 25 | | | | |
| BECKER | 26 | | | | |

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

HUMAN RESOURCES DEPARTMENT

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

PHONE (920) 448-4071 FAX (920) 448-6277 WEB: www.co.brown.wi.us

## RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

**DATE:** 06/29/2017

**REQUEST TO:** Executive Committee, Administration Committee

**MEETING DATE:** July 10, 2017 and July 12, 2017

**REQUEST FROM:** Kathryn Roellich
Human Resources Director

**REQUEST TYPE:** ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

**TITLE:** **Resolution Regarding Reorganization of the Administration Department Table of Organization**

**ISSUE/BACKGROUND INFORMATION:**

Administration currently has a Buyer and an Administrative Clerk vacant. After reviewing the duties of each position, it was determined that the Buyer position could efficiently absorb the duties of the Administrative Clerk-creating a cost savings within the department.

Administration has faced recruiting challenges for their Risk Manager position due to the low salary range within the assigned pay grade. Increasing the pay grade will open the door to higher level candidates and allow Brown County to remain competitive with similar roles in the area.

**ACTION REQUESTED:**

Delete the Administrative Clerk position and reclassify the Buyer position to a Buyer/ Purchasing Clerk.

Move the Risk Manager position from pay grade 6 to pay grade 5.

**FISCAL IMPACT:**

***NOTE:*** *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☒ Yes ☐ No
   a. If yes, what is the amount of the impact? ($45,751) annually
   b. If part of a bigger project, what is the total amount of the project? $_____
   c. Is it currently budgeted? ☒ Yes ☐ No
      1. If yes, in which account? 101.032.031
      2. If no, how will the impact be funded?

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

**BROWN COUNTY**
**POSITION DESCRIPTION**

**POSITION TITLE:** RISK MANAGER

**REPORTS TO:** DIRECTOR OF ADMINISTRATION

**DEPARTMENT:** ADMINISTRATION

## JOB SUMMARY:

Under the direction of the Director of Administration, manages the County's risk management, centralized purchasing and contract compliance activities and programs to safeguard the financial security of the County by protecting its assets from the adverse impact of loss. Develops and updates procurement policies, educates departments as needed on compliance issues and conducts reviews to ensure compliance. Ensures procurement activities are conducted in a fair, open and transparent manner. Supervises and provides direction to the purchasing staff.

## ESSENTIAL DUTIES:

Directs and administers self-insured and purchased insurance programs for property and casualty risks. Identifies opportunities to transfer risk from self-insured to insured programs or through contract language.

Directs countywide procurement processes and contract administration for the purchase of commodities and services including negotiation of contract terms, drafting of contract documents, resolution of disputes, identification and mitigation of procurement or contract risks; approval of insurance certificates.

Investigates accidents and identifies causes so similar accidents can be prevented. Directs and administers the County's claims management programs including determining coverage, liability and damages. Provides notice of claims to insurers and prepares claims investigation information, internal documentation and other material for distribution to claims adjusters, attorneys, Corporation Counsel and insurers. Provides litigation management, direction and settlement authorization for contested claims. In cooperation with the insurance carrier negotiates the settlement for all insurance losses; directs the self-insured claims function; and audits claims administration services of outside vendors to ensure proper accounting practices.

Reviews insurance, purchasing, revenue, intergovernmental, collaboration and miscellaneous contracts to ensure terms and conditions represent the best interests of the County.

Works with Corporation Counsel to ensure open records requests are processed in compliance with all applicable state and federal laws, regulations, standards and guidelines.

Develops County policies ensuring compliance with applicable state and federal laws, including HIPAA, regulations, standards, guidelines, and applicable County codes.

Advises management on technical issues relating to risk management and purchasing; develops, issues and enforces policy directives; maintains current knowledge of risk management and purchasing practices. Investigates and responds to employee grievances, treating all employees fairly and equitably.

Prepares valuations of insurance accruals and loss reserves, casualty insurance and purchasing budgets; directs the allocation of all insurance premium billings, loss adjustment costs; ensures the accuracy,

completeness, and timeliness of the same.

Maintains external contacts through community organizations, peer groups, insurance service providers and public risk management and purchasing professionals for the purpose of improving skills in risk management, identifying purchasing "best practices' and techniques to enhance professional decision making processes.

Represents the County in the Wisconsin Municipal Mutual Insurance Company (WMMIC) and other insurance programs.

Directs and administers the Payment Card Industry Data Security Standards compliance efforts and manages the merchant services contracts.

Plans, schedules, and assigns work to subordinates; instructs and trains employees in proper methods and procedures; develops policies and procedures; inspects work in progress and upon completion; interviews and makes recommendations of prospective candidates; conducts performance evaluations and recommends salary adjustments; ensures smooth day-to-day operations of risk and purchasing programs.

Directs and administers the countywide process for disposal of fixed assets.

Coordinates employee training offered through WMMIC to reduce liability risks.

Timely reconciles premium and reserve accounts; prepares monthly self-insured retention entry and completes annual state required reporting for self-insured workers' compensation program.

**NON-ESSENTIAL DUTIES:**

Performs related functions as assigned.

**MATERIALS AND EQUIPMENT USED:**

General office equipment
Computer

**MINIMUM QUALIFICATIONS REQUIRED:**

**Education and Experience:**

Bachelor's Degree from an accredited university or college in risk management, purchasing, business or public administration, or a related field, plus seven years of progressively responsible experience in risk management and/or purchasing and a minimum of five years proven experience supervising individuals, or any equivalent combination of education, training and experience which provides the necessary knowledge, skills, and abilities.

**Licenses and Certifications:**

Chartered Property and Casualty Underwriter Certification Desirable
Associate in Risk Management Certification Desirable

**Knowledge, Skills and Abilities:**

Knowledge of insurance and financial management principles and practices for all lines of coverage

including self-insurance, excess insurance, insurance pooling, underwriting and actuarial analysis.

Knowledge of current theories, standards and methods of risk management.

Knowledge of the laws, rules, regulations, and statutes pertaining to government purchasing.

Knowledge of the theory, principles, practices and methods of purchasing supplies, materials, equipment and services.

Knowledge of the principles and practices of large-volume competitive purchasing.

Knowledge of business law and third party liability.

Knowledge of management and supervisory principles.

Ability to negotiate contracts with vendors.

Knowledge of and ability to utilize a computer and required software.

Ability to perform mid to upper-level analysis including the ability to coordinate, strategize, systemize and correlate, using discretion in determining time, place and/or sequence of operation with an organizational framework.

Ability to supervise coordinates, train and evaluate staff.

Ability to develop and administer policies and procedures.

Ability to interpret and analyze information from a variety of sources.

Ability to establish and maintain effective working relationships with staff, consultants, and the public.

Ability to communicate effectively orally and in writing with insurance representatives, attorneys, elected officials, department heads, and management team employees and the public.

**PHYSICAL DEMANDS:**

Ability to lift 30 pounds maximum with frequent lifting and/or carrying of objects weighing up to 10 pounds.

Intermittent standing, walking and sitting; occasional driving.

Must be capable of using hand(s)/feet for repetitive single grasping, fine manipulation, pushing and pulling, and operating controls.

Occasional bending, twisting, squatting, climbing, reaching, and grappling.

Ability to communicate orally in a clear manner.

Ability to distinguish sounds at various frequencies and volumes.

Ability to distinguish people or objects at varied distances under a variety of light conditions.

This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description.

Reviewed: 03/07/17

**BROWN COUNTY**
**POSITION DESCRIPTION**

**POSITION TITLE:** BUYER/ PURCHASING CLERK

**REPORTS TO:** RISK MANAGER

**DEPARTMENT:** ADMINISTRATION - PURCHASING

## JOB SUMMARY:

Under supervision, coordinates and implements the county's procurement of goods and services to maximize cost savings and quality; administers the negotiated contracts for services in accordance with the County's policies and procedures and with federal and state rules and regulations. Responsible for conducting transactions with the public in matters requiring a highly specialized knowledge and understanding of laws, regulations and/or departmental policies and procedures; initiates direct contact with vendors for contract renewal documents, acceptance and verification of bid/quote/proposal submissions.

## ESSENTIAL DUTIES:

Facilitates the vendor solicitation process for the purchase of a wide variety of supplies, equipment, materials, and services via RFB, RFQ or RFPs as assigned; makes recommendations regarding awards in accordance with applicable policies, procedures, ordinances and regulations.

Administers and renews various purchasing contracts in compliance with the contract policy.

Determines the most appropriate vendor solicitation process.

Maintains vendor solicitation records in compliance with all policies, procedures and ordinances.

Assists the public by providing information and answers inquiries of a complex nature in accordance with WI Open Records laws.

Assists in specification development when needed for capital equipment and services to be purchased; evaluates bids for conformity to specifications; and conducts analyses to ensure vendor contract compliance in terms of service level, quality, quantity and cost.

Works with Corporation Counsel and Risk Manager to ensure terms and conditions of contracts represent the interest of the County and open records requests are processed in compliance with all applicable state and federal laws, regulations, standards and guidelines.

Coordinates group purchases for departments to obtain a more economical rate; confers with department heads related to purchasing needs; introduces new products to department heads; ensures departments have the products they need at an economical rate.

Processes daily ERP software journal encumbrances and performs ERP software upgrades, approves purchase orders and performs testing and training as required.

Investigates and resolves vendor complaints and problems in relation to contract compliance.

Ensures insurance certificates are on file for work being performed on County property.

Coordinates with Department Manager and vendors to set-up vendor walk-throughs and pre-proposal



8

meetings.

Processes departments' price requests in preparation for the annual budget.

Tracks contract expiration/renewal dates and forwards to Department Manager/Buyer for resolution.

Manages bid/proposal postings on the Purchasing web site.

Reconciles open purchase orders with Finance Department.

Responsible for initiating, updating and maintaining confidential records, files, forms and data systems.

Disposes of unwanted/surplus items for County departments and administer various vendor purchase programs.

Assists in the development, implementation and revision of purchasing policies and procedures.

Conducts all other duties as assigned by the Manager.

**NON-ESSENTIAL DUTIES:**

Performs related duties as assigned.

**MATERIALS AND EQUIPMENT USED:**

General office equipment
Computer

**MINIMUM QUALIFICATIONS REQUIRED:**

**Education and Experience:**

Associate or Bachelor's Degree from an accredited college or university in Business Administration, Public Administration or related field plus two years of work experience in purchasing, preferably in the public sector.

**Licenses and Certifications:**

CPPB or CPM certificate preferred.

**Knowledge, Skills and Abilities:**

Comprehensive knowledge of market research methods including use of the internet.

Knowledge of principles involved in development of equipment specifications.

Knowledge of sources of supply and market trends and conditions affecting purchasing practices.

Knowledge of the supplies, materials, products and services required by the various County departments.

Knowledge of pricing methods and discounts.

Knowledge of and ability to utilize a computer and the required software.



8

Ability to deal effectively with vendor representatives.

Ability to coordinate and prioritize multiple activities.

Ability to communicate effectively both orally and in writing.

Ability to interpret laws, procedures and implement departmental policies.

Ability to keep complex financial and statistical records.

Ability to establish and maintain effective working relationships with staff and the public.

Ability to establish and maintain effective working relationships with employees, departmental representatives, media, County Officials and the public.

Ability to independently negotiate with vendors regarding the purchase of goods and services.

Ability to work the required hours of the position.

**PHYSICAL DEMANDS:**

Ability to lift a maximum of 20 pounds with frequent lifting and/or carrying of objects weighing up to 10 pounds.

Intermittent standing, walking and sitting.

Using hand(s)/feet for repetitive single grasping, fine manipulation, pushing and pulling, and operating controls.

Occasional bending, twisting, squatting, climbing, reaching and grappling.

Communicating orally in a clear manner.

Distinguishing sounds at various frequencies and volumes.

Distinguishing people or objects at varied distances under a variety of light conditions.

This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description.

Revised: 06/07/2017

July 19, 2017

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION SUPPORTING 2017 ASSEMBLY BILL 292 & 2017 SENATE BILL 228, REGARDING THE SALE OF THE GREEN BAY CORRECTIONAL INSTITUTION**

**WHEREAS**, the State of Wisconsin (the 'State') has operated the Green Bay Correctional Institution (GBCI) for 119 years, beyond its expected depreciable life cycle; and

**WHEREAS**, it has been estimated that continued operation of the GBCI will require the State to invest an additional $200 million over the next ten years to bring the GBCI into greater compliance with various national, state and local codes; and

**WHEREAS**, it is critical that the State prudently manage its scarce capital improvement funds and 2017 Assembly Bill 292, and its companion 2017 Senate Bill 228, both put forward a sensible, pragmatic, and cost effective approach to retiring the GBCI while addressing the State's correctional needs; and

**WHEREAS**, 2017 Assembly Bill 292, and its companion 2017 Senate Bill 228, both require the State Department of Administration (the 'DOA') to solicit public bids to sell the GBCI and other specified parcels of land in the Village of Allouez. This bill also requires the DOA to solicit bids for a contract to build per the DOA's specifications and lease to the State, with an option to purchase, a prison facility in Brown County or in an adjacent county to have an occupancy date of no later than November 1, 2022. This bill requires that the facility be managed and staffed by employees of the WI Department of Corrections (the 'DOC'). Under this bill, the DOA must also enter into a lease with the purchaser of the GBCI that will allow the State to continue to use the institution and property until the occupancy date of the new facility. If the State purchases the new facility, then the State will make an annual payment to the municipality

where the facility is located equal to the property taxes paid by the owner of the facility for the last year in which the property was subject to taxation.

**WHEREAS**, the Brown County Board of Supervisors desires to have the new prison facility that will replace the GBCI constructed within its borders.

**NOW, THEREFORE, BE IT RESOLVED** that the Brown County Board of Supervisors supports passage of Assembly Bill 292, and Senate Bill 228, and welcomes the consideration of the County of Brown as the county in which to construct the new prison facility that will replace the GBCI.

**BE IT FURTHER RESOLVED** that the County Clerk shall forward a copy of this Resolution to Brown County Representatives and Senators, as well as Governor Scott Walker, and Secretaries Scott Neitzel (DOA) and Jon Litscher (DOC).

*Fiscal Note: This resolution does not require an appropriation from the General Fund. The cost to carry out the resolution is $6.44 and can be covered with the department's current budget.*

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

_____

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

Authored by Corporation Counsel

Final draft approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

| SUPERVISORS | DIST. # | AYES | NAYS | ABSTAIN | EXCUSED |
|---|---|---|---|---|---|
| SIEBER | 1 | | | | |
| DE WANE | 2 | | | | |
| NICHOLSON | 3 | | | | |
| HOYER | 4 | | | | |
| GRUSZYNSKI | 5 | | | | |
| LEFEBVRE | 6 | | | | |
| ERICKSON | 7 | | | | |
| ZIMA | 8 | | | | |
| EVANS | 9 | | | | |
| VANDER LEEST | 10 | | | | |
| BUCKLEY | 11 | | | | |
| LANDWEHR | 12 | | | | |
| DANTINNE, JR | 13 | | | | |

| SUPERVISORS | DIST. # | AYES | NAYS | ABSTAIN | EXCUSED |
|---|---|---|---|---|---|
| BRUSKY | 14 | | | | |
| BALLARD | 15 | | | | |
| KASTER | 16 | | | | |
| VAN DYCK | 17 | | | | |
| LINSSEN | 18 | | | | |
| KNEISZEL | 19 | | | | |
| CLANCY | 20 | | | | |
| CAMPBELL. | 21 | | | | |
| MOYNIHAN, JR. | 22 | | | | |
| BLOM | 23 | | | | |
| SCHADEWALD | 24 | | | | |
| LUND | 25 | | | | |
| BECKER | 26 | | | | |

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

CORPORATION COUNSEL

**Brown County**

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600

**David P. Hemery**
**Corporation Counsel**

**PHONE (920) 448-4006**
**FAX (920) 448-4003**
**David.Hemery@co.brown.wi.us**

## RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

**DATE:** 06-23-2017
**REQUEST TO:** Executive; and County Board
**MEETING DATE:** 07-10-2017; and 07-19-2017
**REQUEST FROM:** David P. Hemery (on behalf of several County Board Supervisors)
Corporation Counsel

**REQUEST TYPE:** X New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

**TITLE:** RESOLUTION SUPPORTING 2017 ASSEMBLY BILL 292 & 2017 SENATE BILL 228, REGARDING THE SALE OF THE GREEN BAY CORRECTIONAL INSTITUTION

**ISSUE/BACKGROUND INFORMATION:**
To Support Two Bills re GBCI

**ACTION REQUESTED:**
To Approve

**FISCAL IMPACT:**
***NOTE:*** *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? X Yes ☐ No
   a. If yes, what is the amount of the impact? $6.44_____
   b. If part of a bigger project, what is the total amount of the project?
      $_____
   c. Is it currently budgeted? ☐ Yes X No
      1. If yes, in which account? _____
      2. If no, how will the impact be funded? Funds for this nominal amount will be found in the department's budget (not from the general fund)

X **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

Note: This is a **RFP** 'Draft ONLY Version' of the Project for Review and Approval. Project may or may not be published.

 11a

# Request for Proposal (RFP)

# For

# Brown County

# Auditing Services

# Project # 2159

***Publish Date:*** **July 26, 2017**

***Response Deadline:*** **August 17, 2017** **3:00 PM** **CDT**

**To:**

**Brown County Purchasing**

 11a

# *Table of Contents*

**Project # 2159** ..... 2

**RFP PROJECT DETAILS** ..... 4

1. General ..... 4
2. Contract Term ..... 4
3. RFP Tentative Project Timeline ..... 4
4. RFP Non-Mandatory Meeting: No Scheduled Meeting ..... 4
5. RFP Questions Due: August 9, 2017 at 3:00 PM ..... 4
6. RFP Questions & Answers Publish Date: August 11, 2017 at 3:00 PM ..... 5
7. RFP Due Date & Delivery Address Details: August 17, 2017 at 3:00 PM ..... 5
8. RFP Format & Submission Requirement ..... 6
9. Performance or Applicable Payment Bonds ..... 6
10. RFP Method of Payment ..... 6
11. Financial Verification ..... 6
12. "Piggyback" Clause ..... 7
13. Other ..... 7
14. RFP Attachments ..... 7

***ATTACHMENT A: RFP SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS*** ..... 8

***ATTACHMENT B: RFP SCORING*** ..... 17

***ATTACHMENT C: RFP COST SHEET*** ..... 18

***ATTACHMENT D: RFP REFERENCE DATA SHEET*** ..... 21

***ATTACHMENT E: RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION*** ..... 22

***ATTACHMENT F: RFP ADDENDUM(S) ACKNOWLEDGEMENT*** ..... 23

***ATTACHMENT G: RFP APPEALS*** ..... 24

***ATTACHMENT H: CONTRACT INSURANCE REQUIREMENTS*** ..... 25

***ATTACHMENT I: AUDIT FINDINGS*** ..... 27

***ATTACHMENT J: PROFESSIONAL CONTRACT FOR SERVICE TEMPLATE*** ..... 30

***SIGNATURE PAGE*** ..... 40

 11a

# RFP PROJECT DETAILS

## 1. *General*

It is the intent of Brown County to contract with a vendor for auditing services. All vendors are responsible for any addendums issued for this project. When an open project is posted on the Onvia website, Addendum notifications will automatically be sent if potential vendors are registered on the Onvia website. No notification will be sent when addendums are published to the Brown County website.

## 2. *Contract Term*

Initial term of contract will be for three (3) years with the option of two (2) additional one (1) year renewals, subject to the annual review and recommendation of the standing committee and the concurrence of the Brown County Board of Supervisors.

## 3. *RFP Tentative Project Timeline*

Please Note: These dates are for planning purposes. They represent the County's desired timeline for implementing this project. Any revision to the Due Date for submission of project will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate

| | Date | Time (CDT) |
|---|---|---|
| Standing Committee: Recommended for Approval by Executive Committee | July 10, 2017 | |
| County Board Approval to Publish RFP | July 19, 2017 | |
| RFP Published | July 26, 2017 | |
| RFP Non-Mandatory Meeting | No Scheduled Meeting | |
| **RFP Questions Due** | **August 9, 2017** | **3:00 PM** |
| RFP Questions & Answers Published | August 11, 2017 | 3:00 PM |
| **RFP Responses Due from Vendors** | **August 17, 2017** | **3:00 PM** |
| Preliminary RFP Review to address potential budget issues | August 21, 2017 | 3:00 PM |
| Selection Team Kickoff Meeting | August 23, 2017 | |
| Preliminary Scoring Meeting from proposal review | September 11, 2017 | |
| Interviews, if Required by | September 22, 2017 | |
| Reference Checks, if Required by | September 29, 2017 | |
| Consensus Scoring Meeting | October 3, 2017 | |
| Send out Thank You & Intent to Award Letters by | October 6, 2017 | |
| Contract Negotiations / Complete Contract Signing by | October 20, 2016 | |
| Anticipated Contract Start Date | November 1, 2017 | |

## 4. *RFP Non-Mandatory Meeting: No Scheduled Meeting*

| Site visits are mandatory based on the date & time listed in the Tentative Project Time Line above |
|---|
| **Potential Vendors meet:** |
| **Meeting conducted by:** |
| **Meeting contact phone number for questions:** |

## 5. *RFP Questions Due: August 9, 2017 at 3:00 PM*

***Questions***-All questions related to this project must be in writing and received by the Brown County Purchasing Department, no later than the due date.

- Questions can be delivered via e-mail to: bc_administration_purchasing@co.brown.wi.us
- Questions MUST be clearly marked in the subject line: "Questions for Project # 2159"

 11a

## 6. *RFP Questions & Answers Publish Date: August 11, 2017 at 3:00 PM*

***Answers*** - If any questions are received; answers to all written questions will be issued in the form of an addendum.

- Answers will be published on the Brown County website at: www.co.brown.wi.us > Departments > Purchasing > Open Projects
- AND on the Demand Star Onvia website at: http://onviacenter.com/content/demandstar_subscriptions

It is the responsibility of all interested vendors to access the web site(s) for project information. Calls for assistance with the web site can be made to (920) 448-4040.

## 7. *RFP Due Date & Delivery Address Details: August 17, 2017 at 3:00 PM*

Responses are due to Brown County Purchasing no later than the Due Date.
Prospective vendors can submit proposals electronically, hand deliver or by mail via DHL, FedEx UPS, USPS, etc as outlined below:

***Emailed proposal must include the following items:***

- Be clearly marked in the subject line with perspective project #2159.
- Include 2 separate electronic files:
  - One file named proposal to include proposal excluding any pricing details.
  - The other file named 'pricing' to include the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:
  - Bc_Administration_Purchasing@co.brown.wi.us
  - A courtesy email response will be generated after due date for receipt of all proposals.
- Emailed proposals also require that five (5) paper copies be sent separately, excluding the pricing details. These are provided to the scoring team. We have no preference as to how the proposals are bound. Proposals can be submitted in a box or envelope, whichever works best. It is neither necessary nor desired to put the required paper copies in their own separate envelopes.
- Delivery address is provided below:

***Hand delivered or mailed proposal must include the following items:***

- Be clearly marked with project #2159 on the outside of the sealed envelope or box in the lower left hand corner.
- Be in 2 separate Sealed envelopes or boxes as follows:
  - One envelope or box to include five (5) paper copies of the proposal excluding pricing details. It is neither necessary nor desired to put the required paper copies in their own separate envelopes.
  - The other envelope labeled 'pricing' shall include the completed *Attachment C: RFP Cost Sheet*. Envelope can be included in either the box or envelope used to send the proposals (does not need to be sent separately). Only one (1) copy of the cost sheet is required.
- Along with the proposal include one flash drive (no CD's) containing the 2 files as follows:
  - One file named proposal to include proposal excluding pricing details.
  - The other file named 'pricing' and includes the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:

| Delivery Address for DHL, FedEx, Hand Delivery, UPS, etc. |
|---|
| **Brown County Clerk**<br>**Project 2159**<br>**305 E. Walnut St. Room 120**<br>**Green Bay, WI 54305-3600** |

| Delivery Address for Mail, USPS |
| --- |
| **Brown County Purchasing**<br>**Project 2159**<br>**305 E. Walnut St. 5th Floor**<br>**Green Bay, WI 54305-3600** |

***Note**: It shall be the responsibility of the sender to ensure proposals arrive by the required due date and time. Any information received after the due date and time will be rejected. When hand delivering project; prospective vendors are encouraged to verify the time on the office clock as this is the official time used for the receiving of all information. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. Please make sure the outside package is clearly labeled with the project number and description of the project when mailing proposals via a 3rd party delivery service. This ensures the proposal can be applied to the appropriate project.*

## 8. RFP Format & Submission Requirement

Any deviation from these requirements may result in the document submission to be considered non-responsive, thus eliminating the vendor from consideration. The document submission shall include the following attachments:

- **RFP Scope of Work & Specifications (Attachment A)** - Provide specific procedures and explanations to each requirement in your document submission.
- **RFP Cost Sheet (Attachment C)** - Provide attachment listing your price with your document submission in a separate sealed envelope or separate file if submitted via email.
- **RFP Reference Data Sheet (Attachment D)** – Provide attachment with three (3) to five (5) references with your document submission.
- **RFP Designation of Confidential & Proprietary Information (Attachment E)** – Provide attachment if any of part of your proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. Prices always become public information when quotes/bids/proposals are opened, and therefore cannot be kept confidential.
- **RFP Addendum(s) Acknowledgement (Attachment F)** - If Addendum(s) exist for this project, please sign and date the attachment and provide with your document submission.

## 9. Performance or Applicable Payment Bonds

***Bonds are not required for this project.***

## 10. RFP Method of Payment

One of two methods:

1. **For Projects That Are To Be Completed Within 60 Days**: Payment is net 30 days from completion and approval of project.
2. **For All Other Projects:** Partial payment may be made. The retainage shall be an amount equal to not more than 5% of the cost until 50% of the work has been completed. At 50% completion, no additional amounts shall be retained and partial payments shall be made in full to the contractor unless the architect or engineer certifies that the job is not proceeding satisfactorily. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the contractor.

**Payment Terms**: Payments may apply as noted in Wisconsin Statute 66.0135. If milestone payments are appropriate they will be defined in the contract. Vendors are strongly encouraged to accept P-Card payments.

## 11. Financial Verification

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means (i.e. Wisconsin Circuit Court Access, UCC) prior to contract award. Brown County

 11a

reserves the right to reject RFBs/RFQs/RFPs based on information obtained through these background checks if it's deemed to be in the best interest of the County.

## 12. "Piggyback" Clause

Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.

## 13. Other

1. ***Cancelled Project Records:*** Brown County reserves the right to not disclose records of cancelled project to ensure open and fair competition of future solicitations.
2. ***Laws***: All services shall conform to all applicable industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.
3. ***License***: Vendors performing work are required to have a Contractor's License for the state for which the work is to be done. All applicable Licenses for any contractors must be current on the day of Contract execution and throughout the length of the project.
4. ***Project Manager***: Vendor shall provide a Project Manager who will act as a single point of contact for Brown County.
5. ***Rejection of Document Submission***: Brown County reserves the right to accept or reject any or all submissions and to waive any informality in the document.
6. ***Taxes***: Brown County and its departments are exempt from payment of all federal, Wisconsin and local taxes on its purchases except Wisconsin excise taxes.

## 14. RFP Attachments

A. **RFP Scope of Work, Specifications & Requirements:** Contractor must adhere to specifications/drawings for this project.
B. **RFP Scoring**
C. **RFP Cost Sheet**
D. **RFP Reference Data Sheet**
E. **RFP Designation of Confidential & Proprietary Information**
F. **RFP Addendum(s) Acknowledgement:** Brown County reserves the right to make changes to this project. Any changes in the scope of work shall be mutually agreed upon by the Contractor and the County.
G. **RFP Appeals**
H. **Contract Insurance Requirements**
I. **Audit Findings**
J. **Professional Contract for Service TEMPLATE:** Contractors submitting documents must review the Professional Contract for Service TEMPLATE. Sections that may be of concern must be identified and an explanation for the objection must be provided with the Vendor document submission. If no objections are raised it shall be expected that the contractor agrees to the terms and conditions as stated.

# *ATTACHMENT A: RFP SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS*

*(Potential vendors are expected to perform the following service in order to submit documents and to be awarded a contract.) Please provide specific procedures and explanations to each requirement in your submitted documents.*

## 1. BACKGROUND

Brown County is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending December 31, 2017, 2018, 2019 with two (2) optional subsequent fiscal years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards*, the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (commonly called "Uniform Guidance) as well as the following additional requirements:

**A.** Wisconsin Single Audit Guidelines as published by the Wisconsin Department of Administration,
**B.** All other related applicable Wisconsin state statutes.

## 2. NATURE OF SERVICES REQUIRED

### A. Scope of Work To Be Performed:

Brown County desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The auditors will be required to express an opinion on the financial statements based on an audit. The auditor is required to audit the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information and the budgetary comparison information of Brown County. The report shall be issued in accordance with Government Auditing Standards, to include internal control over financial reporting and tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

The auditor is not required to audit the introductory section of the report or the statistical section of the report. The auditor is not required to audit the management's discussion and analysis, however should apply certain limited procedures regarding the methods of measurement and presentation of the required supplementary information.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor shall be required to issue an independent auditor's report on compliance with requirements applicable to each major program and on internal control over compliance Schedules of Expenditures of Federal and State Awards and of Passenger and Facility Charges in accordance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

### B. Auditing Standards To Be Followed:

To meet the requirements of this request for proposals, the audit shall be:

- Performed in accordance with auditing standards generally accepted in the United States of America & the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the provisions of the Single Audit Act of 1984 (as amended in 1996) and the provisions of U.S. Office of Management and

Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,

- Audits of States, Local Governments, and Non-Profit Organizations,
- Audits of State and Local Governments and the State Single Audit Guidelines issued by the Wisconsin Department of Administration and
- Passenger Facility Charge Audit guide for Public Agencies issued by Federal Aviation Administration.

**C. Reports to be issued:**

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.

2. A report on compliance and internal control over financial reporting based on an audit of the financial statements.

3. A report on Federal and State Financial Awards and Passenger Facility Charges which includes compliance and internal control over compliance applicable to each major program. Upon completion of the reports the auditor will complete the Data Collection Form and submit to the County.

4. Tax 16 report on Form A

In the required reports on compliance and internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on compliance and internal controls.

The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report to Brown County's Internal Auditor of all irregularities and illegal acts or indications of illegal acts of which they become aware.

Reporting to the Executive Committee. Auditors shall assure themselves that Brown County's Executive Committee is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Other information in documents containing audited financial statements
6. Disagreements with management

7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit

**D. Special Considerations:**

1. The auditor shall be required to complete the comprehensive annual financial report by June 30 of each year.

2. Brown County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."

3. Brown County has determined that the United States Department of Health and Human Services will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, *Audits of States, Local Governments, and Non-Profit Organizations*.

4. The Schedule of Expenditures of Federal Awards and Passenger Facility Charges and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report, but are to be issued separately.

5. A list of findings and other weaknesses from Brown County's most recent financial statement audit is included in Attachment I.

6. It is anticipated that the auditor will be required to provide assistance to Brown County to comply with new GASB pronouncements.

**E. Working Paper Retention and Access to Working Papers:**

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by Brown County of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

1. Brown County
2. State of Wisconsin Department of Health and Human Services
3. U.S. General Accounting Office (GAO)
4. Parties designated by the federal or state governments or by Brown County as part of an audit quality review process
5. Auditors of entities of which Brown County is a sub recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

## 3. BROWN COUNTY GOVERNMENT DESCRIPTION

**A. Primary Contact:**

After the contract is awarded, the auditor's principal contact with Brown County will be the Finance Director, or a designated representative, who will coordinate the assistance to be provided by Brown

County to the auditor. Names of contacts and telephone numbers will be provided to the successful audit firm.

**B. Background Information:**

Brown County serves an area of 538 square miles with an estimated 2016 population of 260,401 based on the 2010 census. Brown County's fiscal year begins on January 1 and ends on December 31.

Brown County provides the following services to its citizens:
Public safety, health and human services, resource recovery and port services, conservation and development, education and recreation, highways, airport facilities, health care facilities, support for the State's judicial system, and general administrative services.

Brown County employs over 1,500 full and part-time employees and is organized into 32 departments and agencies. The accounting and financial reporting functions of Brown County are a combination of both centralized and decentralized activities. Human Services has their own accounting staff.

Brown County has offices located throughout the county. Travel between offices will be required during this engagement.

More detailed information on the government, finances and organizational chart can be found in the 2015 Comprehensive Annual Financial Report and the 2017 Adopted Budget on the County's internet site at http://www.co.brown.wi.us/.

**C. Fund Structure:**

Brown County uses the following fund types and account groups in its financial reporting.

| FUND TYPE | NUMBER OF FUNDS |
|---|---|
| General fund | 1 |
| Special revenue funds | 13 |
| Debt service funds | 1 |
| Capital projects funds | 30 |
| Permanent funds | 0 |
| Enterprise funds | 13 |
| Internal service funds | 8 |
| Private-purpose trust funds | 0 |
| Investment trust funds | 0 |
| Pension trust funds (& other employee benefits) | 0 |
| Fiduciary funds | 3 |
| Component unit | 1 |

**D. Budgetary Basis of Accounting:**

Brown County prepares its budgets on a basis consistent with generally accepted accounting principles. It is not the practice of the County to include the statutory budget of the proprietary funds in the financial statements.

**E. Federal and State Awards:**

Please refer to the single Audit Report for the year ended December 31, 2015 for a listing of state and federal major and non-major financial assistance programs and passenger facility charges.

**F. Pension Plans:**
Brown County participates in the Wisconsin Retirement System, a cost-sharing multiple-employer public employee retirement system. This is a defined benefit retirement program.

**G. Component Units:**
Brown County is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards*, Section 2100. Using these criteria, component units are included in Brown County's financial statements.

The management of Brown County identified the following component unit for inclusion in Brown County's financial statements: Brown County Aging & Disability Resource Center

**Services Provided**
The Aging & Disability Resource Center is a separate agency established to administer programs for the elderly and/or disabled of Brown County. It is funded by federal and state grants and County property tax levy and its fiscal year end is December 31.

**H. Joint Ventures:**
Brown County currently participates in a joint venture with other governments to provide landfill services and singlestream recycling processing.

**I. Magnitude of Finance Operations:**
The Department of Administration is headed by a Director and consists of 15.5 employees. The principal functions performed by this department and others and the number of employees assigned to each can be viewed on the County's Internet site at http://www.co.brown.wi.us/.

**J. Computer Systems:**
Hardware: Windows Server 2012R2 Operating System. Database software engine is SQL Server 2012.

Employee computers are attached to a TCP/IP Network.

| FUNCTION | SOFTWARE |
|---|---|
| General Ledger/Accounts Payable | LOGOS New World ERP System |
| Municipal Budget Accounting | LOGOS New World ERP System |
| Payroll | LOGOS New World ERP System |
| Purchasing | LOGOS New World ERP System |
| Tax Billing/Collections | AS400 In-House Relational Database/GCS Software |
| Fixed Assets | LOGOS New World ERP System |
| Cash Receipts/Miscellaneous Billing | Multiple software modules |

**K. Internal Audit Function:**
Brown County has maintained an internal audit function. The internal audit function reports to the County Board Chair and is staffed by 1 employee. The internal auditor has the following qualifications: CIA.

**L. Availability of Prior Audit Reports and Working Papers:**
Interested proposers who wish to review prior years' audit reports can access the reports on-line at Brown County » Departments » Administration » County Financial Reports/Audits (CAFR). The website address for Brown County is www.co.brown.wi.us.

**M. Schedule for the fiscal year audit:**
Each of the following should be completed by the auditor no later than the dates indicated. Due to various deadlines, no extensions will be granted to the following timeline – TIME IS OF THE ESSENCE.



11a

1. Interim Work: The auditor shall complete interim work during November or December.

2. Detailed Audit Plan: The auditor shall provide Brown County by December 1 both a detailed audit plan and a list of all schedules to be prepared by Brown County.

3. Fieldwork: The auditor shall attempt to complete all fieldwork by May 11.

4. Draft Reports: The auditor shall provide all draft financial statement recommendations, revisions and suggestions for improvement to the Finance Director on or about May 31 and make recommendations to management available for review by the Internal Auditor and Finance Department by May 31.

5. Entrance Conferences, Progress Reporting and Exit Conferences (A similar time schedule will be developed for audits of future fiscal years if Brown County exercises its option for additional audits).

   At a minimum, the following conferences should be held by the dates indicated on the schedule:

   a. Entrance conference with all key finance department personnel and staff of key offices or programs prior to commencement of preliminary field work in a department. The purpose of this meeting will be to discuss prior audit problems and the interim work to be performed by the auditor and schedules/information to be provided by the Finance Department. This meeting will also be used to establish overall liaison for the audit and to make arrangements for work space and other needs of the auditor.
   b. Progress conference with Department Heads upon completion of field work in a Department. The purpose of this meeting will be to summarize the results of the preliminary review and to identify the key internal controls or other matters to be tested.
   c. Progress conference with key Finance Department personnel upon completion of preliminary field work. The purpose of this meeting will be to summarize the results of the preliminary review and to discuss schedules/information to be provided by the Finance Dept. for year-end work. Any anticipated findings should also be discussed.
   d. Entrance conference with key Finance Department personnel to commence year-end audit work prior to commencement of year-end audit work.
   e. Exit conference with department heads of key offices or programs upon completion of field work in a Department. The purpose of this meeting will be to summarize the results of the field work and to review significant findings.
   f. Exit Conference with key Finance Department personnel upon completion of field work. The purpose of this meeting will be to summarize the results of the field work and to review significant findings.

**N. Date Final Report is due:**

Annually, Brown County Finance personnel shall prepare draft financial statements, notes and all required supplementary schedules and statistical data on or about May 15. The auditor shall provide all recommendations, revisions and suggestions for improvement to the Finance Director on or about May 31. A revised report, including draft auditor's reports shall be delivered to the Director of Administration within one week of providing the draft report.

The Department of Administration will complete their review of the draft report as expeditiously as possible. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the Director of Administration. It is anticipated that this process will be completed and available for final printing by Brown County no later than **June 30**.

The Federal Awards and State Financial Assistance Report and Management Communications shall be finalized and delivered to the Director of Administration no later than **July 31.**

Tax 16 report by July 31.

The final report, Federal Awards and State Financial Assistance Report and Management Communications and 50 signed copies should be delivered to the Director of Administration at Room 508, 305 East Walnut Street, Green Bay, WI 54301.

**4. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**

**A.** Finance Department and Clerical Assistance: The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of Brown County staff.

**B.** Internal Audit Staff Assistance: The internal audit staff of Brown County is typically not involved in the preparation of audit information. All of this is done by the Finance Department staff.

**C.** Electronic Data Processing (EDP) Assistance: The auditor will be provided computer time and the use of Brown County's computer hardware and software.

The use of Brown County's computer hardware and software will be limited to inquiry functions only for general ledger accounts and related receipts, disbursements and payroll journals.

**D.** Statements and schedules to be prepared by the staff of Brown County: The staff of Brown County will prepare numerous internal schedules with supporting documentation for each balance sheet account in each fund prior to the arrival of the auditors. In addition, special schedules for the auditors are prepared upon their request.

**E.** Work area, telephones, and multi-functional devices: Brown County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephone lines, internet access, and multi-functional devices.

**F.** Report Preparation: The financial statement report printing is currently done by the County. The auditor currently prepares and prints the Federal Awards and State Financial Assistant Report.

## Submissions Shall Include the Following Information:

**1. TITLE PAGE**

Title page showing the request for proposals subject; the firm's name, address, phone number, fax number, website URL for your firm and any other firm or firms that you would team with, together with the name, address, phone, fax and e-mail for the person who should be contacted in regard to this RFP. If you propose to team with another firm, please provide the same information requested in this Statement for that firm;

**2. TRANSMITTAL LETTER**

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 2017, 2018, and 2019 and optional years 2020 and 2021.

 11a

3. **FIRM QUALIFICATIONS AND EXPERIENCE**
Firms resume describing the firm's experience with auditing. The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

4. **PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE**
Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Wisconsin. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

The proposer should identify the extent to which staff to be assigned to the audit reflect Brown County's commitment to Affirmative Action.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of Brown County. However, in either case, Brown County retains the right to approve or reject replacements. Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of Brown County, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

5. **INDEPENDENCE**
The firm should provide an affirmative statement that is independent of Brown County as defined by generally accepted auditing standards/the U.S. General Accounting Office's *Government Auditing Standards*.

The firm also should provide an affirmative statement that it is independent of all of the component units of Brown County as defined by those same standards.

The firm should also list and describe the firm's professional relationships involving Brown County or any of its agencies, component units or primary government for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

**6. LICENSE TO PRACTICE IN WISCONSIN**

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Wisconsin.

**7. PRIOR ENGAGEMENTS WITH BROWN COUNTY**

List separately all engagements within the last five years, ranked on the basis of total staff hours, for Brown County by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

**8. SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES**

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

**9. SPECIFIC AUDIT APPROACH**

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Attachment A of this request for proposal. In developing the work plan, reference should be made to such sources of information as Brown County's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems. Proposers will be required to provide the following information on their audit approach:

a. Proposed segmentation of the engagement
b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
c. Sample size and the extent to which statistical sampling is to be used in the engagement
d. Extent of use of EDP software in the engagement
e. Type and extent of analytical procedures to be used in the engagement
f. Approach to be taken to gain and document an understanding of Brown County's internal control structure
g. Approach to be taken in determining laws and regulations that will be subject to audit test work
h. Approach to be taken in drawing audit samples for purposes of tests of compliance
i. Approach to be taken in determining departmental visits

**10. IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS**

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from Brown County.

**11. REPORT FORMAT**

The proposal should include sample formats for required reports.

# ATTACHMENT B: RFP SCORING

*(This attachment is provided for your information only. There is no need to sign or mail it back.)*

Responses to this project will be evaluated according to the following:

## 1. Evaluation Process

The following steps will be observed in the evaluation of the potential vendor document submission:

- Brown County will establish a project scoring team.
- The vendor submission will first be reviewed to determine if all the requirements outlined have been met. Failure to meet the requirements or being over-budget will result in the submission being eliminated from consideration.
- The project scoring team will review all submitted documents received and score in accordance with the predefined scoring methodology.
- Composite scores will be developed summarizing the individual scoring efforts of each selection team member.
- References, oral presentations and/or interviews are optional and determined if required by the scoring team.
- Vendors will be ranked by composite score with the highest score determining vendor award.

## 2. Scoring Methodology

The following is a summary of the project evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual vendor document submission. Points will be awarded on the basis of the following factors:

| Scoring Criteria | Points |
|---|---|
| 1. Proposal Thoroughness | 10 |
| 2. Expertise and Experience | 25 |
| 3 Audit Approach | 25 |
| 4. Pricing (Attachment C) * | 30 |
| 5. References (Attachment D) | 10 |
| Total | 100 |

**Pricing is not shared with the scoring team until after they have submitted their scores to prevent influencing their ability to score the other criteria.*

## 3. Scoring Criteria

The evaluation factors to be used in project scoring are described below:

1. ***Proposal Thoroughness:*** Proposals will be evaluated on how well the proposal is laid out in accordance with the RFP Requirements.
2. ***Expertise and Experience:*** The firm's past experience and performance on comparable government engagements, the quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation, experience with Wisconsin Counties, and experience with Single Audit.
3. ***Audit Approach:*** Proposals will be evaluated on submitted Audit Approach including of proposed staffing plan for various segments of the engagement, adequacy of sampling techniques and adequacy of analytical procedures.
4. ***Pricing: Pricing*** – Document submissions are scored using a formula with the lowest price submitted that is **divided** by the price of each prospective vendor **times** the established point value **times** the weight factor percentage. Pricing will be calculated for the entire term of the contract.
5. ***References:*** Proposals will be evaluated on feedback received from references.

# *ATTACHMENT C: RFP COST SHEET*

*(Use of this form is required when submitting your documents; do not submit copy of project details with your submission)*

## *Vendor Information*

| COMPANY PHYSICAL LOCATION INFORMATION | | | | | |
|---|---|---|---|---|---|
| Legal Name: | | | | | |
| Address: | | | | | |
| City: | | State: | | Zip: | |
| Phone: | | Fax: | | | |
| Federal ID #: | | Website: | | | |
| **COMPANY REMIT INFORMATION** *(where to send invoice, if different than above)* | | | | | |
| Billing Name: | | | | | |
| *Name to print on check, if different than above* | | | | | |
| Address: | | | | | |
| City: | | State: | | Zip: | |
| Accounts Payable Contact: | | Phone: | | | |
| Accounts Payable Email: | | Payment Terms: | | | |
| **CONTACT INFORMATION / SALES REPRESENTATIVE RESPONSIBLE FOR SETTING UP PRESENTATIONS, DEMONSTRATIONS AND/OR INTERVIEWS** | | | | | |
| Sales Rep Name: | | Sales Rep Title: | | | |
| Sales Rep Phone Number: | | Sales Rep Email: | | | |
| **CONTACT INFORMATION / PRIMARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU** | | | | | |
| Primary Name: | | Title: | | | |
| Email: | | | | | |
| **CONTACT INFORMATION / SECONDARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU** | | | | | |
| Secondary Name: | | Title: | | | |
| Email: | | | | | |
| **CONTACT INFORMATION / PROJECT MANAGER** | | | | | |
| Project Manager Name: | | Title: | | | |
| Address: | | City: | | | |
| City: | | State: | | | |
| Phone: | | ZIP: | | | |
| Email: | | Fax: | | | |

| CONTACT INFORMATION / PERSON AUTHORIZED TO SIGN CONTRACT | | | |
|---|---|---|---|
| Contract Signer Name: | | Title: | |
| Address: | | City: | |
| City: | | State: | |
| Phone: | | ZIP: | |
| Email: | | Fax: | |

Does your Company accept MasterCard Credit Card for payment? YES NO (Circle one)

| Comments: | |
|---|---|

Does your Company accept the Brown County Standard Contract? YES NO (Circle one)

| Comments: | |
|---|---|

## *RFP Pricing*

Total All-Inclusive Maximum Price for 2017: $_____

Total All-Inclusive Maximum Price for 2018: $_____

Total All-Inclusive Maximum Price for 2019: $_____

Total All-Inclusive Maximum Price for optional 2020 year: $_____

Total All-Inclusive Maximum Price for optional 2021 year: $_____

Breakdown for the audit of the 2017 financial statements

| Personnel | Hours | Standard Hourly Rate | Quoted Hourly Rate | Quoted Total |
|---|---|---|---|---|
| Partners | | | | |
| Managers | | | | |
| Supervisory Staff | | | | |
| Other (specify): | | | | |
| | | | | |
| **Subtotal** | | | | |
| Federal Awards and State Financial Assistance Report | N/A | N/A | | |
| Out of pocket expenses | N/A | N/A | | |
| Meals/Lodging | N/A | N/A | | |
| Transportation | N/A | N/A | | |
| Other (specify): | | | | |
| | | | | |
| **Total All-inclusive maximum for 2017 audit** | | | | |

*Rates should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.*

 11a

Notes: _____

_____

_____

The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses. Brown County will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost proposal. Such costs should not be included in the proposal. Any applicable costs may include the following:

1. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

2. The cost of special services should be disclosed as separate components of the total all-inclusive maximum price.

3. Any applicable Out-of-pocket Expenses Included in the Total All-inclusive Maximum Price and Reimbursement Rates.

4. Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed at the rates used by Brown County for its employees. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm. In addition, firm will accept reimbursement for travel, lodging and subsistence at the prevailing Brown County rates for its employees.

5. Any applicable rates for Additional Professional Services.

6. If it should become necessary for Brown County to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between Brown County and the firm. Any such additional work agreed to between Brown County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost proposal.

7. Disclose any applicable fees associated with consultation or advice provided during the year on the proper accounting treatment of unusual events.

8. Disclose fees in connection with the sale of debt securities and an approximation of what the charge would be.

9. Disclose any applicable fees associated with telephone calls made during the year regarding financial reporting matters relating to the audit.

10. Disclose any applicable fees associated with telephone calls made during the year regarding operational matters.

***All pricing is to be inclusive of all costs including travel and meals.***

# *ATTACHMENT D: RFP REFERENCE DATA SHEET*

Provide a list of at least three and not greater than five clients that you have recently or are currently providing services for with at least two clients in the public sector and one client from a project that didn't go so well. Please verify that your contact person listed is accurate and still employed with the company.

| Reference #1 | |
|---|---|
| | |
| Agency Name | Telephone |
| Contact Person | Email address |
| Street Address | City/State |
| **Reference #2** | |
| | |
| Agency Name | Telephone |
| Contact Person | Email address |
| Street Address | City/State |
| **Reference #3** | |
| | |
| Agency Name | Telephone |
| Contact Person | Email address |
| Street Address | City/State |
| **Reference #4** | |
| | |
| Agency Name | Telephone |
| Contact Person | Email address |
| Street Address | City/State |
| **Reference #5** | |
| | |
| Agency Name | Telephone |
| Contact Person | Email address |
| Street Address | City/State |

# *ATTACHMENT E: RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION*

*(Use of this form is required when submitting proposal)*

The attached material submitted in response to this project includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential. Blanket labeling of confidential/proprietary information in headers/footers of documents will not be considered as confidential/proprietary.**

Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

**We request the following pages not be released:**

| Section | Page # | Topic |
|---|---|---|
| | | |
| | | |

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO **PROVIED LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD BROWN COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING** OUT OF THE COUNTY'S AGREEING TO WITHOLD THE MATERIALS.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. The County considers other markings of confidential/proprietary in the proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

**Company Name:** _____

**Printed Name:** _____

**Signature:** _____

**Date:**



11a

# *ATTACHMENT F: RFP ADDENDUM(S) ACKNOWLEDGEMENT*

*(If Addendums exist for this project, please sign and date and send with your bid)*

The undersigned acknowledges receipt of the following addenda by checking the box(es) below:

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

| Additional Addenda should be written here: |
|---|
| |
| |
| |

I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to Brown County. Attached is my list of subcontractors along with their respective trades-if applicable.

| The Undersigned agrees to the above statement: |
|---|
| **Company Name:** |
| **Printed Name:** |
| **Signature:** |
| **Date:** |

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, published on our web site at www.co.brown.wi.us, for this project prior to the due date. No notification will be sent when addendums are published unless there is an addendum within three business days of RFB/RFP/RFQ due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified by Brown County of all addendums issued within 3 business days prior to due date. If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4040 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

 11a

# *ATTACHMENT G: RFP APPEALS*

*(This appeals attachment is for your information only, there is no need to sign or mail it back.)*

To: Vendors

RE: Brown County Appeals Process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on a RFB, RFP or RFQ

Appeals may be submitted for the following purchases:

1. the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
2. the item price or proceeds is $5000 or more or the total order is $10,000 or more, and
3. vendor selection was based on factual errors, or
4. the lowest price or highest proceeds vendor was not selected for RFQ or RFB, or
5. failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 3 business days from the receipt of the rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee shall be final. Appeals Committee consists of three people: The Chairman of both the Executive and Administration Committees and the Internal Auditor.

| | |
|---|---|
| **Submit To:** | Brown County Internal Auditor<br>305 E. Walnut St. Rm 102<br>PO Box 23600<br>Green Bay, WI 54305-3600 |

# *ATTACHMENT H: CONTRACT INSURANCE REQUIREMENTS*

*(Potential vendors are required to meet the following insurance requirements in order to be awarded a contract. There is no need to sign or mail it back.)*

**Awarded vendor is required to provide a certificate of insurance within three (3) business days of receiving the 'Intent to Award' notice. Certificates are required to be valid and provided annually to Brown County Administration, 305 E. Walnut Street, Green Bay, WI 54301 or EM at BC_administration_purchasing@co.brown.wi.us throughout the contract term.**

## 1. Hold Harmless

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, it's right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

## 2. Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.
The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

---

**Comprehensive General Liability (Occurrence Form)**
Products and Completed Operations
Personal Injury and Advertising Liability
Independent Contractors / Protective

| | |
|---|---|
| Limits of Insurance | $1,000,000 per occurrence |
| | $1,000,000 aggregate |

**Business Automobile Liability : Covering all owned, hired, and non-owned vehicles**

| | |
|---|---|
| Limits of Insurance | $1,000,000 per occurrence for bodily injury and property damage |

**Excess / Umbrella Liability**

| | |
|---|---|
| Limits of Insurance | $1,000,000 per occurrence |

**Worker's Compensation Insurance and Employers Liability**
State Statutory Workers' Compensation Limits

| | |
|---|---|
| Employer Liability | $100,000 each accident |

**Professional Liability**

| | |
|---|---|
| Limits of Insurance | $1,000,000 per occurrence |
| | $2,000,000 aggregate |

---

3. **Additional Insured**

The Outside Contractor agrees that all liability policies other than professional liability shall name Brown County as additional insured with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

4. **Adjustment to Insurance Coverage**

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

5. **Subcontractor**

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

6. **Waiver of Subrogation**

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

7. **Certificate of Insurance**

The Certificate of Insurance must include:

1. ***Additional Insured:*** Named as Brown County
2. ***Cancellation:*** Shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County to include non-renewal, or material change in coverage.
3. ***Project Information:*** Shall include reference to the contract name and / or RFB number in the description section of the certificate.
4. ***Receipt of Certificate:*** A valid Certificate shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions.
5. ***Signature(s):*** Shall be issued by companies licensed to do business in the State of Wisconsin or signed by an agent of the State of Wisconsin. Certificates must also bear the signature of the insurer's authorized representative.

| The certificate of insurance will be delivered to Brown County prior to the execution of the contract, to the below listed department and address. |
|---|
| Brown County Department of Administration<br>**305 E Walnut Street**<br>**PO Box 23600**<br>**Green Bay, WI 54305-3600** |

8. **Questions**

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

 IKa

# *ATTACHMENT I: AUDIT FINDINGS*

## AUDIT FINDINGS
## MANAGEMENT COMMENTS AND OBSERVATIONS

### COMMUNITY PROGRAMS

#### 1. Policies and Procedures Manual

Community Programs has experienced the departure of several key fiscal employees during the past few years. The loss of these key employees has been complicated by a lack of internal documentation of the related processes and procedures and a lack of other employees trained to fill in for the key employees in cases of absence. Having complete internal documentation of existing processes and procedures is a vital part of a successful transition to a new employee, especially when the change is unplanned. Cross training employees so multiple employee can complete essential procedures is a fundamental risk-management tool that will help avoid a crisis when a key employee departure. Cross training is especially crucial for positions that are highly involved in the processes and procedures conducted on the County's software systems, as it is not always possible to hire an experienced replacement for these positions.

With the departure of a key fiscal employee during the financial close-out process, there were delays in reconciliations and subrecipient payments, as discussed in Finding 2015-002. To enhance controls and ensure future turnover does not impact completion of key financial reporting by the department, we recommend the department consider documenting all procedures performed by County and department personnel related to all financial reporting while reviewing documentation related to Uniform Grant Guidance.

As noted in discussion of the County's governmental fund balances, the Department's fund balance declined by over $3 million. While 2015 was a year of transition to Family Care, it will be critical to continue to monitor the budgetary effect in 2016 which will include the Department's largest County contribution to long term care reform along with the loss of the waiver revenues which supported various overhead costs within the department. We therefore continue to recommend Community Programs enhance its financial procedures related to financial forecasting and reporting of anticipated surplus or deficits.

MANAGEMENT'S RESPONSE: Following the transition of three key accounting positions during 2015 and early 2016, the Financial Services area of Brown County Human Services is concentrating on cross-training for coverage of all important processes and formalizing the documentation of procedures which were previously documented informally. This will include procedures for technical year-end account reconciliations which caused delays in 2015 year-end closing, claiming and payments to other Bay Lake Consortium counties. These counties are considered sub-recipients regarding Brown County's role as lead agency for the consortium.

During the fourth quarter of 2015, significant efforts were made to accurately forecast year-end financial results. The final forecast was much more accurate than prior years. During 2016, accounting changes have been made to accrue for all significant revenues and purchased services along with recognizing all known annual revenue streams on a 1/12$^{th}$ basis each month during the year. This has resulted in year-to-date financial results which can be used to forecast annual results going forward without the need for a separate forecasting process.

### NEW ACCOUNTING AND GRANT MANAGEMENT STANDARDS

#### 1. Uniform Grant Guidance Documentation

In our prior year management communication, we discussed the U.S. Office of Management and Budget's ("OMB") Uniform Grant Guidance and its impact on the County's 2015 audit. Uniform Grant Guidance requires



11a

organizations that receive Federal Awards to enhance their control documentation over managing these grants in an effort to strengthen oversight over federal awards and increase efficiency and effectiveness of single audits. This documentation would consist of overall County policies and procedures, key controls at the department level and more detailed focus of key controls at the individual grant level.

In our current year audit, we completed the audit of your federal programs following the guidance of the Uniform Grant Guidance, which required us to review documentation of your policies and procedures and design tests to ensure your internal controls are operating effectively and you are compliant with particular requirements of federal grants. Because the State of Wisconsin comingles state and local funding with federal awards, documentation at the local level can become more complex when you realize certain federal programs, like medical assistance, fund portions of a number of specific programs managed by the County and controls at each program may be slightly different.

At the present time, the County is working to continually enhance its documentation in accordance with the Uniform Grant Guidance, including an enhanced discussion of key controls over compliance requirements at the individual grant level. This would be beneficial and provide the County with an opportunity to communicate employee roles and responsibilities within the County's grant management process. While the level of documentation required is subject to interpretation, we believe a comprehensive and well-designed system of key controls and responsible staff not only satisfies your responsibility under the Uniform Grant Guidance but also enhances accountability and serves a critical role in training staff during periods of transition.

Beginning in 2016, entities receiving federal awards are required to implement changes related to procurement requirements. There are five allowable procurement methods outlined in the Guidance: 1) Micro-purchases. 2) Small purchases, 3) Sealed bids, 4) Competitive proposals, and 5) Noncompetitive proposals. The County's procurement policy should address all five methods. The County must maintain oversight to ensure contractors perform in accordance with their contracts and the contracts must include applicable provisions as outlined in Appendix II to the Uniform Grant Guidance.

We therefore recommend the County continue enhancing its Uniform Grant Guidance documentation during 2016, ensuring the documentation can be easily applied and modified as new grants are added or processes change. A procurement policy should contain all five requirements stated above.

**2. Accounting and Reporting for Other Post-employment Benefits**

In June 2015, the Governmental Accounting Standards Board (GASB) issued two new pronouncements relating to other post-employment benefits (OPEB). GASB Statement No. 74, *Financial Reporting for Post-employment Benefit Plans Other than Pension Plans* and GASB Statement No. 75, *Accounting and Financial Reporting for Post-employment Benefits Other than Pensions* significantly change the accounting and financial reporting of post-employment benefits that was established in GASB Statement Nos. 43 and 45. The primary purpose of these Statements is to improve accounting and financial reporting of OPEB obligations and enhance transparency of OPEB related information in your financial statements similar to how GASB Statements Nos. 67 and 68 were designed.

Currently, governments report a liability related to other post-employment liabilities for the unfunded portion of the annual required contribution, which includes an amortization of the Unfunded Actuarial Liability (UAL) over an open period of time, not to exceed 30 years. Upon implementing the new standards, the County will recognize the difference between total OPEB liability and any plan assets (net OPEB liability) in the government-wide and proprietary financial statements, often resulting in a significant increase in the OPEB liability reported in your financial statements. The new standards also require that the entry age normal cost method be used to determine the liability, deferred inflows and outflows of resources to be reported for changes in economic and demographic assumptions and differences between expected and actual experience, and additional note disclosures and schedules.

The new standards are effective for financial statements for OPEB plans for fiscal years beginning after June 15, 2016 and for employers for fiscal years beginning after June 15, 2017. We recommend that the County evaluate impact of the new standards with your actuary, and determine an implementation strategy to minimize your costs while ensuring adequate communication of the impact of these changes will have on your financial statements. As you develop your implementation strategy, you should evaluate the following:

- Do you anticipate any changes in benefits? If yes, you should approve benefit changes prior to implementation, as any changes in benefits in the future are treated as a current year activity.
- What is your valuation measurement date? You can roll back to a valuation date 12 months prior to year-end, allowing you to complete your actuarial valuation prior to year-end or you can roll forward to your reporting date, requiring your actuarial valuation to be completed after year end but before you anticipate issuance of your financial statements.

### 3. Fair Value Measurement and Application

In February 2015, the Governmental Accounting Standards Board (GASB) issued Statement No. 72, *Fair Value Measurement and Application,* which addresses accounting and financial reporting issues related to fair value measurement, primarily for investments.

GASB Statement No. 72 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It also provides guidance on how fair value should be measured, what assets and liabilities should be measured at fair value, and what information about fair value should be disclosed in the notes to the financial statements.

This Statement requires a government to use valuation techniques that are appropriate under the circumstances and for which sufficient data are available to measure fair value. The techniques should be consistent with one or more of the following approaches: the market approach, the cost approach, or the income approach. It establishes a hierarchy of inputs to valuation techniques used to measure fair value. That fair value hierarchy has three levels of inputs based on the objectivity and reliability of the information. Level 1 inputs are quoted prices in active markets for identical assets or liabilities. Level 2 inputs are observable inputs for similar assets or liabilities. Finally, Level 3 inputs are unobservable inputs. GASB Statement No. 72 requires additional footnote disclosures about fair value measurement, the level of fair value hierarchy and valuation techniques used.

The new standard is effective for years beginning after June 15, 2015, although early application is encouraged. We recommend that the County review the new standard, determine its investments that are subject to fair value measurement and value those investments according to the valuation techniques and inputs outlined in the Statement. We are able to assist you in implementing this standard.

This comment is for informational purposes only.

 11a

# *ATTACHMENT J: PROFESSIONAL CONTRACT FOR SERVICE TEMPLATE*

*(This document is provided as a template to potential vendors as a requirement that this document is to be used to contract with the awarded vendor. There is no need to sign or mail it back at this time.)*

## *BROWN* COUNTY *PROFESSIONAL STANDARD CONTRACT*

Scope of Services is attached to this contract.

| | |
|---|---|
| **Project #:** | 2159 |
| **Service Description:** | Auditing Services |
| **Time of Performance:** | Completion by Date: |
| **Total Amount of Contract:** | Maximum Compensation not to Exceed: $00 |

Please mail all invoices to the below address and reference Project number and/or Purchase Order number:

| | |
|---|---|
| **Performance, schedules and invoices will be approved by the following Brown County Contact:** | Dan Process |
| **Brown County Department:** | County Board Office |
| **Address:** | 305 E. Walnut St. |
| **City, State Zip:** | Green Bay, WI 54301 |
| **Phone:** | (920) 448-4014 |
| **Email:** | process_dj@co.brown.wi.us |

This Brown County Professional Services Standard Contract ("Contract") is made and entered into on this _____ day of _____, 20__ by and between _____ ( the "CONTRACTOR"), and Brown County, a body corporate organized under the Laws of Wisconsin ( the "COUNTY") (Collectively referred to as the "parties" or in the singular as the "party").

## WITNESSETH:

WHEREAS, the COUNTY, a governmental entity organized and existing as a body corporate pursuant to Wis. Stat. § 59.01, is in the business of providing certain governmental services to the COUNTY and its citizens;

WHEREAS, the CONTRACTOR, is in the business of providing said services and has made express and implied representations to the COUNTY of being capable, experienced and qualified to undertake and personally perform those services as are required in fulfilling all obligations under the terms and conditions of this Contract; and

WHEREAS, relying upon the CONTRACTOR'S above-referenced express and implied representations, the COUNTY now desires to engage and the CONTRACTOR now desires to be engaged as an independent contractor and not as an employee of the COUNTY to perform said services, all in accordance with the terms and conditions of this Contract.

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and either: (a) has been notified in writing to commence the Performance of Services; or (b) has received from the COUNTY an original of the Contract that is complete and fully executed.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CONTRACTOR agree as follows:

1. **REQUIREMENTS:** The CONTRACTOR hereby agrees to be retained by the COUNTY and the COUNTY hereby agrees to retain the CONTRACTOR to perform the services in accordance with the terms and conditions of this Contract, which includes, but is not limited to:

   A. that the CONTRACTOR is required to do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract;

   B. that the CONTRACTOR is required to comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services under this Contract; and

   C. that the CONTRACTOR is required to comply with time schedules and payment terms.

2. **SCOPE OF SERVICES:** The CONTRACTOR and its subcontractors, to the same extent as the CONTRACTOR, agree to fulfill its obligations described in the Project Detail Scope of Work, Specifications / Drawings (hereinafter referred to as the "Project"), as well as the addenda attached thereto, copies of both which are attached hereto and incorporated herein by reference.

   The total amount of the Contract includes all services, deliverables, and reimbursable expenses as included in attachments. Additional reimbursable fees will not be accepted.

3. **SPECIFIC CONDITIONS OF PAYMENT:** Payment to be due and owed following completion and acceptance of the Project by the COUNTY. Payment will be made within thirty (30) days after receipt of a properly documented invoice, the manner of which is more fully set forth below under "Payment Schedule", but only if completion is deemed satisfactory by the COUNTY.

| | |
|---|---|
| **Payment Terms:** | Net 30 |
| **Check Payable To:** | |
| **Invoice Mailing Address:** | |
| **City, State Zip** | |
| **Invoice Email Address:** | |
| **Invoice Phone Number:** | |
| **Federal Tax ID#:** | |

4. **REPORTS:**

   A. The CONTRACTOR agrees to timely submission of reports as may be required by the COUNTY in its sole discretion.

   B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY and the COUNTY shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY unless legally required otherwise, at which point the CONTRACTOR is obligated to notify the COUNTY of the same in advance thereof.

   C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished

documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

5. **TIME OF PERFORMANCE:** The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed in a timely fashion and as indicated on the top of Page 1 of this Contract under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified herein, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any amendments to this Contract as deemed necessary by the COUNTY.

6. **CONDITIONS OF PERFORMANCE AND COMPENSATION:**

   A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

   B. **Place of Performance** – The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.

   C. **Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on the top of Page 1 of this Contract under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on the top of Page 1 of this Contract. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3 "Specific Conditions of Payment" of this Contract under "Specific Conditions of Payment." Section 66.0135, Wis. Stats., will apply to any late payments by the COUNTY, except as provided for by Section 21 "Force Majeure" of this Contract.

   D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting, taxes and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.

   E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services set forth herein without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to, and controlled by, each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by it, as he is for the acts and omissions of persons directly employed by CONTRACTOR.

7. **INDEMNIFICATION AND DEFENSE OF SUITS:** The CONTRACTOR agrees to release, indemnify, defend, and hold harmless the COUNTY, its officials, officers, employees, agents and assigns from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by CONTRACTOR, its officers, officials, employees, agents or assigns. The COUNTY does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

8. **REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

9. **SAFETY REQUIREMENTS:** All material, equipment and supplies used or provided to the COUNTY must comply with all safety requirements as set forth by the federal, state and local laws, including but not limited to, the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

10. **VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. In all respects, this Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

11. **TERMINATION OF CONTRACT FOR CAUSE:** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice, as provided for in Section 23 "Notices" of this Contract, to the CONTRACTOR of such termination. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. The COUNTY, in its sole discretion, may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the COUNTY determines that the breach is amenable to a cure. The COUNTY shall not unreasonably withhold such permission. The COUNTY'S decision to allow the CONTRACTOR a reasonable amount of time to cure said breach in one instance does not constitutes a waiver of a subsequent breach of the same or any other term of this Contract, nor shall it be deemed to waive the need for further consent or approval from the COUNTY to cure any subsequent breaches, regardless of their nature.

    This contract may be terminated by either party for no reason by giving twenty (20) days written notice to the other party of said termination.

    In the event that this Contract is terminated for any reason by either party, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

    Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Contract by the CONTRACTOR, and the COUNTY may withhold any payments due the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR shall be determined and recovered.

12. **CHANGES:** All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to be attached to this Contract.

13. **WAIVER:** No provision of this Contract may be waived, unless the waiver is made in writing and is signed by a duly authorized representative of each party. One or more waivers by any party of any term of this Contract will not be construed as a waiver of a subsequent breach of the same or any other term hereof. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

14. **PERSONNEL:**

    A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall under no circumstances be deemed employees of or have any contractual relationship with the COUNTY.

    B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

15. **ASSIGNMENT:** The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

    A. **Records**: Establishment and Maintenance of Records - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized or required by law. CONTRACTOR will notify COUNTY prior to destroying document(s) and offer the right of refusal.

    B. **Documentation of Cost** - All costs of the CONTRACTOR shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract, shall be clearly identified, readily accessible and shall be retained in accordance with the laws of the State of Wisconsin.



11a

**16. AUDITS AND INSPECTIONS:** In the event that the COUNTY deems it necessary to conduct an audit or inspection, the CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in the CONTRACTOR'S custody or control as deemed pertinent by the COUNTY to this Contract.

The CONTRACTOR shall provide to the COUNTY'S inspectors or auditors access to all property, equipment and facilities in the CONTRACTOR'S custody or control as the inspectors or auditors deem related to the services provided or purchased under this Contract. The CONTRACTOR shall be expected to provide, at the CONTRACTOR'S expense, reasonable time by the CONTRACTOR'S personnel as may be required for the COUNTY'S inspectors or auditors to perform the inspection or audit.

Any information provided to the COUNTY'S inspectors or auditors which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public unless legally required otherwise.

**17. NON-DISCLOSURE:** For the purposes of this Contract, the parties agree to the following definitions.

**Disclosure** - The term "Disclosure" shall refer to the party or parties in a position to disclose to the other certain Sensitive and/or Confidential Information which is or must remain the property of the disclosing party.

**Recipient** - The term "Recipient" shall refer to the party or parties in a position to receive certain Sensitive and/or Confidential Information from the disclosing party that is not to be disclosed or used in violation hereof.

**Sensitive and/or Confidential Information** - The term "Confidential Information" as used herein means: (1) any Trade Secret of Discloser as defined in the Uniform Trade Secrets Act, Sec. 134.90, Wis. Stats. or any other applicable state or federal trade secrets law; and (2) any non-public information, documentation, and/or devices disclosed or made available by Discloser to Recipient in any form including, but not limited to, all data or know-how either created by Discloser or for Discloser, any information conveyed to Discloser by a third party to which Discloser is bound by a confidentiality agreement not to disclose, the whole or any portion of any technical, scientific, laboratory, experimental or research data, research and development information, information concerning equipment, designs, processes, procedures, formulae, recipes, improvements, customer lists, records, or engineering drawings, documentation and information about products, sales information, formulae, recipes, manufacturing techniques, processes, design of software or hardware, applications or systems, used or developed by Discloser, source codes, other information relating to computer programming, and any information used for the conduct of Discloser's business including, but not limited to, plans, programs, marketing, advertising, sales strategies, policies, costs, pricing, and other financial information.

Sensitive and/or Confidential Information shall also include but shall not be limited to:

- Confidential Information (business or personal) including copyrighted, trademarked or patented information;
- Electronic protected health information (ePHI) protected by Federal HIPAA legislation;
- Intellectual Property (IP);
- Credit card data regulated by the Payment Card Industry (PCI);
- Personal Identity Information (PII);
- Information relating to an ongoing criminal investigation;
- Court-ordered settlement agreements requiring non-disclosure;
- Information specifically identified by this Contract as restricted;
- Other information for which the degree of adverse effect that may result from unauthorized access or disclosure is high; whether in writing or not, which the Discloser discloses to Recipient, including, but not limited to, any information relating to the policies, procedures and administration of the Discloser, its affiliates' or customers' ongoing operations, and personnel. It is the intention of the parties in defining Sensitive and/or Confidential Information that any and all information which in any way relates to Discloser's operations, no matter what the nature thereof, which was disclosed by Discloser or which is developed by either party as part of their services in carrying out the Contract performance reference herein shall be and remain confidential pursuant to this Contract. This includes but is not limited to:
    - Applications for services
    - Account numbers or balances
    - Payment histories
    - Identity of customers

 11a

- Social Security numbers
- Credit reports or histories
- Any other financial information regarding Brown County or its customers
- The terms of this Contract
- HIPAA-related information

Sensitive and/or Confidential Information for purposes of this Contract does not include information that:

- Can be demonstrated to have been published or was otherwise in the public domain before disclosure by Discloser to Recipient;
- Can be demonstrated that, after its disclosure by Discloser to Recipient, is published, or otherwise comes into the public domain through no act or omission by Recipient, by a third party who has a legal right to do so;
- Recipient receives or has received from a third party who as a legal right to disclose it;
- Recipient has in written or physical embodiment form prior to disclosure by Discloser;
- Is independently developed by Recipient without reference to or reliance on Discloser's Sensitive and/or Confidential Information as evidenced by credible written evidence; and
- Becomes subject to the open records mandates of both federal and state law, including but not limited to, Wis. Stats. §§ 19.31 – 19.37.

A. **Acknowledgment of Confidential Relationship** - The COUNTY is required to ensure the confidentiality of any Sensitive and/or Confidential Information that the CONTRACTOR may have access to or become privy to under the state and federal laws including, but not limited to, HIPAA and the Wisconsin Privacy of Consumer Financial and Health Information, Wis. Administrative Code Ch. INS 25. The CONTRACTOR hereby acknowledges and agrees that any Sensitive and/or Confidential Information disclosed to it by the COUNTY is for the limited purpose of providing services and the CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between the CONTRACTOR and the COUNTY by reason of such submission and/or disclosure. The CONTRACTOR further acknowledges and agrees that the Sensitive and/or Confidential Information of the COUNTY is proprietary to the COUNTY and that any unauthorized disclosure or unauthorized use as more fully set forth herein will cause harm and/or loss to the COUNTY.

B. **Use and Disclosure of Sensitive and/or Confidential Information** - The CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Sensitive and/or Confidential Information whether from observation, from any materials submitted or from disclosures by the COUNTY hereunder. The CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without the COUNTY'S prior written approval, which the COUNTY may withhold in its sole discretion. In no event shall either party use Sensitive and/or Confidential Information in a way, which violates local, state or federal laws. The duty to protect Sensitive and/or Confidential Information shall survive the termination of this Contract and shall be subject to the open records provisions of both state and federal law.

   The CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Contract and instruct them to use the same care and discretion with respect to the Sensitive and/or Confidential Information as the CONTRACTOR is obligated to use and to not circumvent any security procedures or devices with respect to Sensitive and/or Confidential Information.

C. **Title remains with the COUNTY** - All innovations, inventions, devices, processes and/or formulas developed by the CONTRACTOR for the COUNTY shall be deemed to be the sole property of the COUNTY. The CONTRACTOR agrees to disclose in writing to the COUNTY any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by the CONTRACTOR on behalf of the COUNTY which constitute innovations or inventions developed by the CONTRACTOR either solely or jointly in connection with work performed by the CONTRACTOR at the request of or under any assignment by the COUNTY. The CONTRACTOR also agrees to assign to the COUNTY any and all interest it may have in such inventions or innovations.

D. **Indemnification by the CONTRACTOR** - The CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will defend, hold harmless and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, expenses, claims, actions, damages, suits, fines and costs including reasonable attorney's fees or liability arising from or in connection with such unauthorized use or disclosure. In addition, the CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Contract, irreparable damage will immediately occur to the COUNTY and CONTRACTOR will defend and indemnify the COUNTY,

its officers, employees, agents and assigns from all losses, liabilities, claims, actions, damages, suits, fines, costs and expenses, including reasonable attorney's fees, incurred by the COUNTY as a result thereof.

E. **Duty of Inquire** - If either party has a question concerning whether information qualifies as Sensitive and/or Confidential Information under this Contract, each shall have a duty to inquire whether the information is deemed sensitive and/or confidential before taking any action contrary to this Contract.

For COUNTY inquire to:

| | |
|---|---|
| **County Department:** | Corporation Counsel |
| **Mailing Address:** | 305 E Walnut Street, PO Box 23600 |
| **City, State Zip:** | Green Bay, WI 54305-3600 |
| **Email:** | BC_Corporation_Counsel@co.brown.wi.us |
| **Phone:** | (920) 448-4006 |

For CONTRACTOR inquire to:

| | |
|---|---|
| **Contractor:** | |
| **Contact Name:** | |
| **Mailing Address:** | |
| **City, State Zip:** | |
| **Email:** | |
| **Phone:** | |

F. **Duty to Safeguard** - Each party shall take all reasonable steps to safeguard any and all Sensitive and/or Confidential Information in their possession. Each party shall ensure, to the extent possible, that access to Sensitive and/or Confidential Information is restricted only to properly authorized employees, agents, officers and/or subcontractors and shall take measures to protect the security of any documentation or computer containing Sensitive and/or Confidential Information.

## 18. CONFLICT OF INTEREST:

A. Interest in Contract - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.

B. Interest of Other Local Public Officials - No member of the governing body of the COUNTY, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.

C. Interest of Contractor and Employees - If the CONTRACTOR is aware or becomes aware that any person described in Section A. or B. of this Contract has any personal financial interest, direct or indirect, in this Contract, the CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed or subcontracted.

## 19. DISCRIMINATION PROHIBITED:

A. The CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. The CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.

B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**20. INSURANCE:**

A. The CONTRACTOR shall be solely responsible to meet the CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.

B. The Certificate(s) of Insurance along with an endorsement shall be issued by a company or companies authorized to do business in the State of Wisconsin and shall be satisfactory to the COUNTY. Such insurance should be primary. The CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and have an endorsement attached naming the COUNTY, its boards, commissions, agencies, officers, employees and representatives as additional insureds and provide for thirty (30) days advance notice, as provided for in Section 23 "Notices" of this Contract, of any change, cancellation or non-renewal during the term of this Contract.

C. The CONTRACTOR shall require all subcontractors to be bound by the same insurance requirements as CONTRACTOR and shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.

D. No payments or disbursements under this Contract shall be made if such proof has not been furnished to the COUNTY. Failure to submit an insurance certificate, as required, can make this Contract void at the COUNTY'S discretion.

**21. FORCE MAJEURE:**

A. If the performance of any part of this Contract is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of said notice of the Force Majeure Event, this Contract may be terminated by giving written notice.

B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice, as provided for in Section 23 "Notices" of this Contract, to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135, Wis. Stats., shall not apply to any late payment by the COUNTY due to circumstances under this Subsection B.

**22. OTHER PROVISIONS:**

A. Publicity Releases - The CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by the COUNTY.

B. Appropriation of Funds - This Contract is contingent upon annual authorization of funding by the COUNTY governing body. In the event funding is not approved or is terminated, the COUNTY may terminate this Contract by providing forty-five (45) days written notice to the CONTRACTOR.

C. Independent Contractor Status - This Contract does not in any way create the relationship of joint venture, partnership, principal, third party beneficiary, agent or employer/employee between the CONTRACTOR and the COUNTY, their agents, employees, subcontractors, officers and/or representatives. The CONTRACTOR, its employees, agents, subcontractors, and/or representatives shall not act or attempt to act, or represent itself, directly or by implication, as an agent for the COUNTY or in any manner assume any obligation on behalf of or in the name of the COUNTY.

**23. NOTICES:** Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

For COUNTY inquire to:

| | |
|---|---|
| **County Department:** | Brown County Purchasing |
| **Mailing Address:** | 305 E Walnut Street, 5th Floor, PO Box 23600 |
| **City, State Zip:** | Green Bay, WI 54305-3600 |
| **Email:** | BC_Administration_Purchasing@co.brown.wi.us |
| **Phone:** | (920) 448-4040 |

For CONTRACTOR inquire to:

| | |
|---|---|
| **Contractor:** | |
| **Mailing Address:** | |
| **City , State, Zip:** | |
| **Email:** | |
| **Phone:** | |

**All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in the manner provided above.**

**24. AMENDMENTS:** This Contract is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this Contract.

**25. SEVERABILITY:** The provisions of this Contract are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Contract

**26. CONSTRUCTION:** All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.

**27. SIGNATURE AUTHORITY:** The persons signing this Contract warrant that they have been authorized to enter into this Contract by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Contract.

**28. "PIGGYBACK" CLAUSE:** Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.

***Continue To Next Page (Signature Page)

**Attachment A: Scope of Services**

**Attachment B: Completed Cost Sheet**

# *SIGNATURE PAGE*

## BROWN COUNTY PURCHASING

Dale DeNamur, Senior Buyer

**Signature:** _____

**Date:** _____

## BROWN COUNTY BOARD OFFICE

Dan Process, Internal Auditor

**Signature:** _____

**Date:** _____

## BROWN COUNTY EXECUTIVE

Troy Streckenbach, County Executive

**Signature:** _____

**Date:** _____

## CONTRACTOR

*(To be signed by the person authorized to legally bind your firm to this contract)*

Vendor Name: _____

Address: _____

City / State: _____

Zip Code: _____

Phone: _____

Website: _____

Email: _____

Printed Name: _____

Signature: _____
*(Required)*

_____

Title: _____

Date: _____

**Distribution:**
Original – Purchasing
Copy – Contractor(s)
Copy – Responsible Department(s)

 H|a

**Brown County Board of Supervisors**
**Internal Audit**
**Budget Status Report (Unaudited)**
**05/31/17**

| | Amended Budget | YTD Actual | YTD Percentage | Comments: |
|---|---|---|---|---|
| Property Taxes | $ 575,188 | $ 239,662 | 41.7% | |
| Public Charges | $ 75 | $ - | 0.0% | |
| Miscellaneous Revenue | $ - | $ 303 | #DIV/0! | (1) |
| Other Financing Sources | $ 6,910 | $ 6,910 | 100.0% | (2) |
| | | | | |
| Personnel Costs | $ 422,356 | $ 157,537 | 37.3% | (3) |
| Operating Expenses | $ 159,817 | $ 72,606 | 45.4% | (4) |

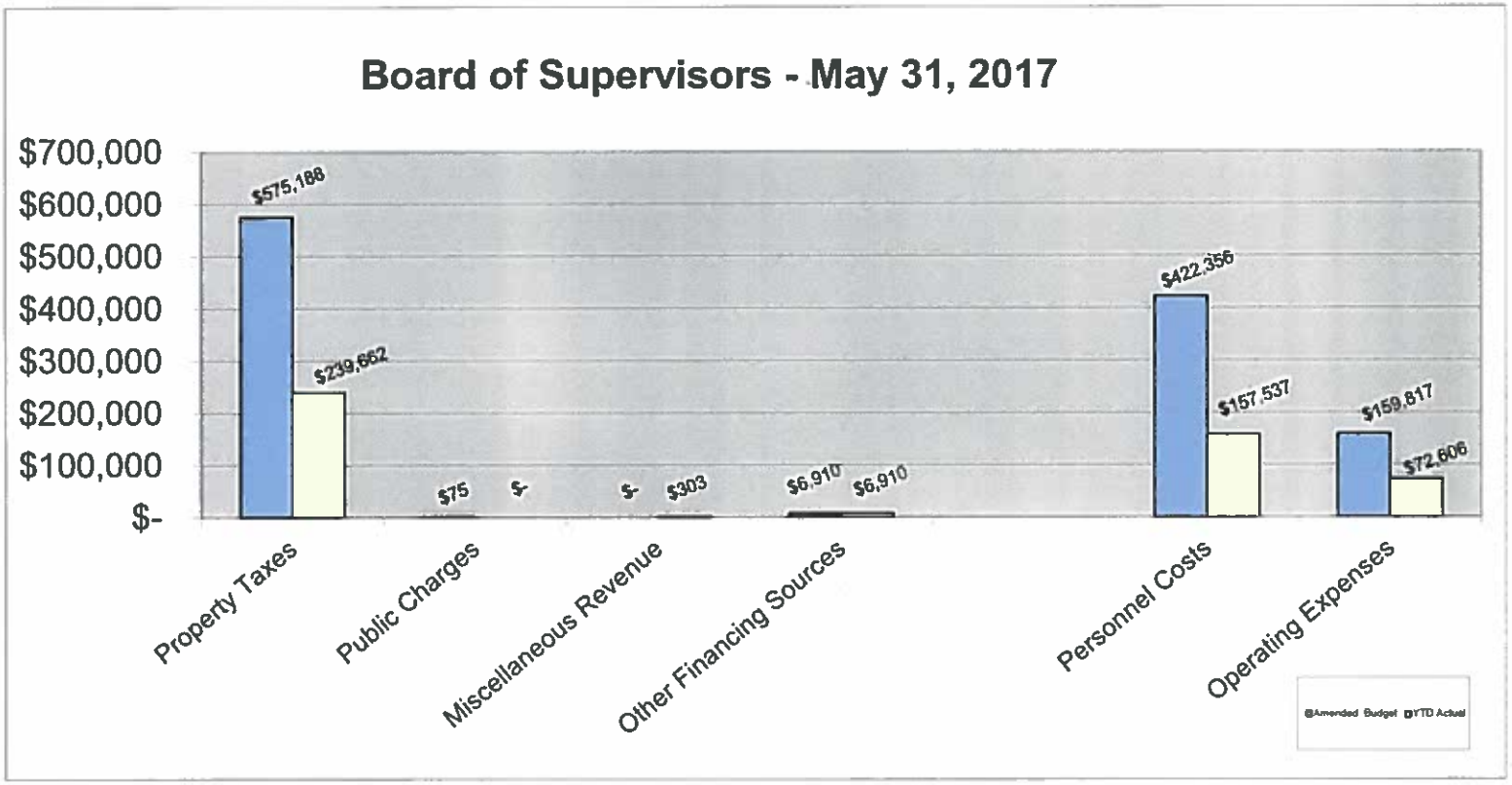
**Comments:**

(1) Miscellaneous Revenue - Includes a $300 donation to the Veterans' Recognition Subcommittee.

(2) Other Financing Sources - Includes funds carried over from 2016 for tablets ($6,460) and a donation to the Veterans' Recognition Subcommittee ($450).

(3) Personnel Costs - YTD overtime incurred ($607.36) versus budgeted ($1,000).

(4) Operating Expenses - YTD expenses includes audit fees billed and paid ($29,000) and annual dues/membership fees paid to WCA ($27,148) and NACo ($4,960).




W:\DJP\Board of Supervisors Monthly Reports\2017\May\Board of Supervisors Report 05-31-17
6/30/2017 2:23 PM

116

# Board of Supervisors

Through 05/31/17
Prior Fiscal Year Activity Included
Detail Listing

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|---|---|---|---|---|---|---|---|---|---|
| Fund 100 - General Fund | | | | | | | | | | |
| REVENUE | | | | | | | | | | |
| *Property taxes* | | | | | | | | | | |
| 4100 | General property taxes | 575,188.00 | .00 | 575,188.00 | 47,932.33 | .00 | 239,661.65 | 335,526.35 | 42 | 574,424.00 |
| *Property taxes Totals* | | $575,188.00 | $0.00 | $575,188.00 | $47,932.33 | $0.00 | $239,661.65 | $335,526.35 | 42% | $574,424.00 |
| *Public Charges* | | | | | | | | | | |
| 4601 | Sales | 75.00 | .00 | 75.00 | .00 | .00 | .00 | 75.00 | 0 | 109.52 |
| *Public Charges Totals* | | $75.00 | $0.00 | $75.00 | $0.00 | $0.00 | $0.00 | $75.00 | 0% | $109.52 |
| *Miscellaneous Revenue* | | | | | | | | | | |
| 4900 | Miscellaneous | .00 | .00 | .00 | .00 | .00 | 2.75 | (2.75) | +++ | 25.25 |
| 4901 | Donations | .00 | .00 | .00 | .00 | .00 | 300.00 | (300.00) | +++ | .00 |
| *Miscellaneous Revenue Totals* | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $302.75 | ($302.75) | +++ | $25.25 |
| *Other Financing Sources* | | | | | | | | | | |
| 9000 | Carryover | .00 | 6,910.00 | 6,910.00 | .00 | .00 | 6,910.00 | .00 | 100 | 450.00 |
| 9002 | Transfer in | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 9002.200 | Transfer in HR | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 9004 | Intrafund Transfer In | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 6,024.00 |
| *Other Financing Sources Totals* | | $0.00 | $6,910.00 | $6,910.00 | $0.00 | $0.00 | $6,910.00 | $0.00 | 100% | $6,474.00 |
| | REVENUE TOTALS | $575,263.00 | $6,910.00 | $582,173.00 | $47,932.33 | $0.00 | $246,874.40 | $335,298.60 | 42% | $581,032.77 |
| EXPENSE | | | | | | | | | | |
| *Personnel Costs* | | | | | | | | | | |
| 5100 | Regular earnings | 347,230.00 | .00 | 347,230.00 | 26,221.14 | .00 | 128,711.71 | 218,518.29 | 37 | 330,440.29 |
| 5100.998 | Regular earnings Budget only | 2,565.00 | .00 | 2,565.00 | .00 | .00 | .00 | 2,565.00 | 0 | .00 |
| 5102 | Paid leave earnings | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5102.100 | Paid leave earnings Vacation | .00 | .00 | .00 | 615.13 | .00 | 4,736.25 | (4,736.25) | +++ | 8,508.66 |
| 5102.200 | Paid leave earnings Personal | .00 | .00 | .00 | 73.77 | .00 | 486.51 | (486.51) | +++ | 2,081.86 |
| 5102.300 | Paid leave earnings Casual time used | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 2,605.49 |
| 5102.400 | Paid leave earnings Sick | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5102.500 | Paid leave earnings Holiday | .00 | .00 | .00 | .00 | .00 | 530.08 | (530.08) | +++ | 4,163.68 |
| 5102.600 | Paid leave earnings Other (funeral, jury duty, etc) | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 922.00 |
| 5102.700 | Paid leave earnings Comp. time used | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5102.999 | Paid leave earnings Accrual | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5103 | Premium | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5103.000 | Premium Overtime | 1,000.00 | .00 | 1,000.00 | .00 | .00 | 607.36 | 392.64 | 61 | 1,341.29 |
| 5103.100 | Premium Comp time payout | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 1,476.98 |
| 5103.200 | Premium Shift differential | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5103.300 | Premium Holiday worked | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5109.100 | Salaries reimbursement Short term disability | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | (1,005.29) |
| 5110 | Fringe benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5110.100 | Fringe benefits FICA | 25,109.00 | .00 | 25,109.00 | 2,015.23 | .00 | 10,212.78 | 14,896.22 | 41 | 26,119.55 |
| 5110.110 | Fringe benefits Unemployment compensation | 266.00 | .00 | 266.00 | 33.02 | .00 | 166.65 | 99.35 | 63 | 512.45 |

# Board of Supervisors

Through 05/31/17
Prior Fiscal Year Activity Included
Detail Listing

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|---|---|---|---|---|---|---|---|---|---|
| Fund **100 - General Fund** | | | | | | | | | | |
| EXPENSE | | | | | | | | | | |
| *Personnel Costs* | | | | | | | | | | |
| 5110.199 | Fringe benefits Back pay fringe | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5110.200 | Fringe benefits Health insurance | 27,530.00 | .00 | 27,530.00 | 1,162.02 | .00 | 5,806.84 | 21,723.16 | 21 | 30,348.52 |
| 5110.210 | Fringe benefits Dental Insurance | 2,478.00 | .00 | 2,478.00 | 206.48 | .00 | 929.16 | 1,548.84 | 37 | 2,581.00 |
| 5110.220 | Fringe benefits Life Insurance | 2,687.00 | .00 | 2,687.00 | 2.62 | .00 | 10.48 | 2,676.52 | 0 | 135.50 |
| 5110.230 | Fringe benefits LT disability insurance | 745.00 | .00 | 745.00 | 63.25 | .00 | 316.25 | 428.75 | 42 | 525.95 |
| 5110.235 | Fringe benefits ST disability insurance | 2,679.00 | .00 | 2,679.00 | 223.25 | .00 | 1,116.25 | 1,562.75 | 42 | 1,299.00 |
| 5110.240 | Fringe benefits Workers compensation insurance | 625.00 | .00 | 625.00 | 52.00 | .00 | 260.00 | 365.00 | 42 | 516.00 |
| 5110.300 | Fringe benefits Retirement | 9,281.00 | .00 | 9,281.00 | 722.30 | .00 | 3,646.99 | 5,634.01 | 39 | 9,191.98 |
| 5110.310 | Fringe benefits Retirement credit | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5198 | Fringe benefits - Budget only | 161.00 | .00 | 161.00 | .00 | .00 | .00 | 161.00 | 0 | .00 |
| *Personnel Costs Totals* | | $422,356.00 | $0.00 | $422,356.00 | $31,390.21 | $0.00 | $157,537.31 | $264,818.69 | 37% | $421,764.91 |
| *Operating Expenses* | | | | | | | | | | |
| 5300 | Supplies | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 260.60 |
| 5300.001 | Supplies Office | 1,500.00 | .00 | 1,500.00 | 346.13 | .00 | 638.63 | 861.37 | 43 | 1,554.51 |
| 5300.003 | Supplies Technology | 10,000.00 | 6,460.00 | 16,460.00 | .00 | .00 | .00 | 16,460.00 | 0 | 7,540.00 |
| 5300.004 | Supplies Postage | 3,000.00 | .00 | 3,000.00 | 282.78 | .00 | 1,483.55 | 1,516.45 | 49 | 3,442.20 |
| 5303 | Copy expense | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5304 | Printing | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5305 | Dues and memberships | 32,808.00 | .00 | 32,808.00 | .00 | .00 | 32,108.00 | 700.00 | 98 | 32,668.00 |
| 5308.100 | Vehicle/equipment Gas, oil, etc. | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5310 | Advertising and public notice | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5330 | Books, periodicals, subscription | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5335 | Software/Licenses | 167.00 | .00 | 167.00 | .00 | .00 | .00 | 167.00 | 0 | .00 |
| 5340 | Travel and training | 3,000.00 | .00 | 3,000.00 | .00 | .00 | 159.22 | 2,840.78 | 5 | 1,956.25 |
| 5365 | Special events | 1,000.00 | 450.00 | 1,450.00 | .39 | .00 | 278.14 | 1,171.86 | 19 | 243.71 |
| 5367 | Wellness | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5390 | Miscellaneous | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5393 | Ethics board | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5505 | Telephone | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5505.100 | Telephone cell | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5601.100 | Intra-county expense Technology services | 13,446.00 | .00 | 13,446.00 | 685.82 | .00 | 7,260.55 | 6,185.45 | 54 | 12,659.77 |
| 5601.200 | Intra-county expense Insurance | 948.00 | .00 | 948.00 | 79.00 | .00 | 395.00 | 553.00 | 42 | 881.00 |
| 5601.400 | Intra-county expense Copy center | 2,000.00 | .00 | 2,000.00 | 125.60 | .00 | 125.60 | 1,874.40 | 6 | 812.26 |
| 5601.450 | Intra-county expense Departmental copiers | 2,552.00 | .00 | 2,552.00 | 212.67 | .00 | 1,063.35 | 1,488.65 | 42 | 2,552.00 |
| 5601.550 | Intra-county expense Document center | 286.00 | .00 | 286.00 | 11.96 | .00 | 93.80 | 192.20 | 33 | 194.44 |
| 5700 | Contracted services | 2,500.00 | .00 | 2,500.00 | .00 | .00 | .00 | 2,500.00 | 0 | 348.75 |
| 5706 | Temporary replacement help | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5708 | Professional services | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |

# Board of Supervisors

Through 05/31/17
Prior Fiscal Year Activity Included
Detail Listing

| Account | Account Description | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|---|---|---|---|---|---|---|---|---|---|
| Fund 100 - General Fund | | | | | | | | | | |
| EXPENSE | | | | | | | | | | |
| *Operating Expenses* | | | | | | | | | | |
| 5714 | Accounting and auditing | 79,700.00 | .00 | 79,700.00 | .00 | .00 | 29,000.00 | 50,700.00 | 36 | 78,500.00 |
| 5716.100 | Legal services Chargebacks | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| 5850 | Contributions | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 6,023.92 |
| *Operating Expenses Totals* | | $152,907.00 | $6,910.00 | $159,817.00 | $1,744.35 | $0.00 | $72,605.84 | $87,211.16 | 45% | $149,637.41 |
| | EXPENSE TOTALS | $575,263.00 | $6,910.00 | $582,173.00 | $33,134.56 | $0.00 | $230,143.15 | $352,029.85 | 40% | $571,402.32 |
| | Fund 100 - General Fund Totals | | | | | | | | | |
| | REVENUE TOTALS | 575,263.00 | 6,910.00 | 582,173.00 | 47,932.33 | .00 | 246,874.40 | 335,298.60 | 42% | 581,032.77 |
| | EXPENSE TOTALS | 575,263.00 | 6,910.00 | 582,173.00 | 33,134.56 | .00 | 230,143.15 | 352,029.85 | 40% | 571,402.32 |
| | Fund 100 - General Fund Totals | $0.00 | $0.00 | $0.00 | $14,797.77 | $0.00 | $16,731.25 | ($16,731.25) | | $9,630.45 |
| | Grand Totals | | | | | | | | | |
| | REVENUE TOTALS | 575,263.00 | 6,910.00 | 582,173.00 | 47,932.33 | .00 | 246,874.40 | 335,298.60 | 42% | 581,032.77 |
| | EXPENSE TOTALS | 575,263.00 | 6,910.00 | 582,173.00 | 33,134.56 | .00 | 230,143.15 | 352,029.85 | 40% | 571,402.32 |
| | Grand Totals | $0.00 | $0.00 | $0.00 | $14,797.77 | $0.00 | $16,731.25 | ($16,731.25) | | $9,630.45 |

116

**BOARD OF SUPERVISORS**

Brown County

305 E. WALNUT STREET
P. O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600
Phone (920) 448-4014 Fax (920) 448-6221
E-mail: process_dj@co.brown.wi.us

**DAN PROCESS**
**INTERNAL AUDITOR**

Date: July 3, 2017

To: Executive Committee

From: Dan Process, Internal Auditor DP

Re: Status Update (June 1 – June 30, 2017)

Listed below is a summary of the projects, duties and other miscellaneous activities completed or in-progress for the period indicated.

1. Projects
   a. In-progress: Health & Dental Fund Audit
   b. In-progress: Request for Proposal (RFP) – Auditing Services (Project #2159)
   c. In-progress: 2018 Budget

2. Standard Monthly Duties
   a. Review of the County Board's monthly financial statements (May 2017)
   b. Review – Clerk of Courts Bank Reconciliation (May 2017)
   c. Preparation & Review – Bills over $5,000 Report (May 2017)

3. Other Miscellaneous Activities
   a. Inquiries, Questions and/or Requests from Board Supervisors/Department Head's
   b. Audit Follow-Up (See attachment)
   c. Open Records Request

If you have any questions regarding this information, please contact me at your convenience.

Thank you.

11C

**Brown County Board of Supervisors**
**Internal Audit**
**Audit Follow-Up (External)**
**Master Listing**
**Update: June 30, 2017**

| Source | Area | Finding | Recommendation | Management Response | Follow-Up Performed | Targeted Completion Date: |
|---|---|---|---|---|---|---|
| Federal Awards and State Financial Assistance Report (12/31/15) | Community Programs | 2015-001: Subrecipient Monitoring - Income Maintenance Consortium | We (Schenck) recommend County develop procedures to receive and evaluate the single audit reports of member Counties in a timely manner and resolve any issues with the Wisconsin Department of Health Services. In addition, we recommend the County establish procedures to periodically communicate with member Counties to ensure any noncompliance identified is corrected in a timely manner. | Brown County will treat sub-recipient counties consistent with other contracted agencies. This will be tracked by Contract Management staff. Other consortium counties will be requested to provide Brown County with a single audit annually which will be reviewed for compliance. If an issue is noted in reviewing another county's audit, notice will be sent to the Director of the consortium member county. | The department added sub-recipient language to the Income Maintenance Consortium contract addendum in Section IV.D. *(Verified by Internal Audit)* Language related to providing an audit is addressed in Section IV.E of the contract addendum. *(Verified by Internal Audit)* Addendums were signed by all counties. Financial matters and updates are discussed as part of the quarterly Consortium Advisory Committee meetings. *Additional follow-up will be performed in conjunction with the release of the 12/31/16 Federal Awards and State Financial Assistance Report.* | |
| Federal Awards and State Financial Assistance Report (12/31/15) | Community Programs | 2015-002: Cash Management - Income Maintenance Consortium | We (Schenck) recommend County develop procedures to reimburse member Counties in a timely manner upon receipt of payment from the Wisconsin Department of Health Services. | During 2015 and early 2016 there was transition of three key accounting positions in the Financial Services area of Human Services including departure in February 2016 of the Financial Supervisor in charge of all IM consortium accounting and reporting activities. During the recruiting process, the Financial Supervisor position was open for over three months which significantly delayed all processes related to accounting, reconciliations, claiming and cash disbursements to consortium counties. During 2016 the goal of Financial Services for the Human Services department is to return to timely claiming and cash disbursements for all Bay Lake IM consortium activity as was the case prior to departure of the previous Financial Supervisor. Training of the new Financial Supervisor in this highly technical area is in progress along with formal documentation of procedures and cross-training to ensure proper coverage for this area in the future. | With full staffing in the Finance area, this has been addressed and payments have been timely. Payments are reviewed at quarterly Consortium Advisory Committee meetings. *Additional follow-up will be performed in conjunction with the release of the 12/31/16 Federal Awards and State Financial Assistance Report.* | |

**Brown County Board of Supervisors**
**Internal Audit**
**Audit Follow-Up (External)**
**Master Listing**
**Update: June 30, 2017**

| Source | Area | Finding | Recommendation | Management Response | Follow-Up Performed | Targeted Completion Date: |
|---|---|---|---|---|---|---|
| Federal Awards and State Financial Assistance Report (12/31/15) | Community Programs | 2015-003: State Requirement - Maintenance Effort - Income Maintenance Consortium | We (Schenck) recommend the Department review, as part of their responsibilities as lead agency, the maintenance of effort requirement of each County individually and the Consortium as a whole to ensure compliance with the State of Wisconsin requirements. | Brown County has completed a review of individual county and consortium levy contributions. For calendar year 2015, consortium contributions overall were at the required level. For calendar year 2016, the estimated levy contributions for the consortium are expected to exceed the 2009 levels. Brown County's levy contribution is estimated to be slightly lower in 2016 than 2009 due to lower than expected personnel costs associated with staff vacancies. For 2017, Brown County is budgeted to meet the levy requirements. Brown County will verify county levy spending based on reported expenses and reimbursements through the Community Aids Reporting System (CARS). The monthly reporting, claiming and reconciling process will identify trends and concerns associated with county levy spending. The status of consortium spending will be reviewed quarterly with the agency Director, Deputy Director and Economic Support Services Manager. If projected county levy spending is noted to be lower than the required amount, a notice will be sent to the Director of the appropriate consortium member county. Brown County plans to establish that the language found in 2011 Wisconsin Act 32, section 9121 (6u)(c) is effective currently. WI State Stats. §49.78(1m) related to Multicounty Consortia does not contain the same statutory provisions. | Language was modified in Section IV. of the Consortium Contract to allow for flexibility in the levy contributions should this be allowed under State statute and legislative action. *(Verified by Internal Audit)* It is not clear that spending has to be maintained, but income Maintenance Consortiums in the State are maintaining funding. Reported expenses are reviewed at the quarterly Consortium Advisory Committee meetings. *Additional follow-up will be performed in conjunction with the release of the 12/31/16 Federal Awards and State Financial Assistance Report.* | |



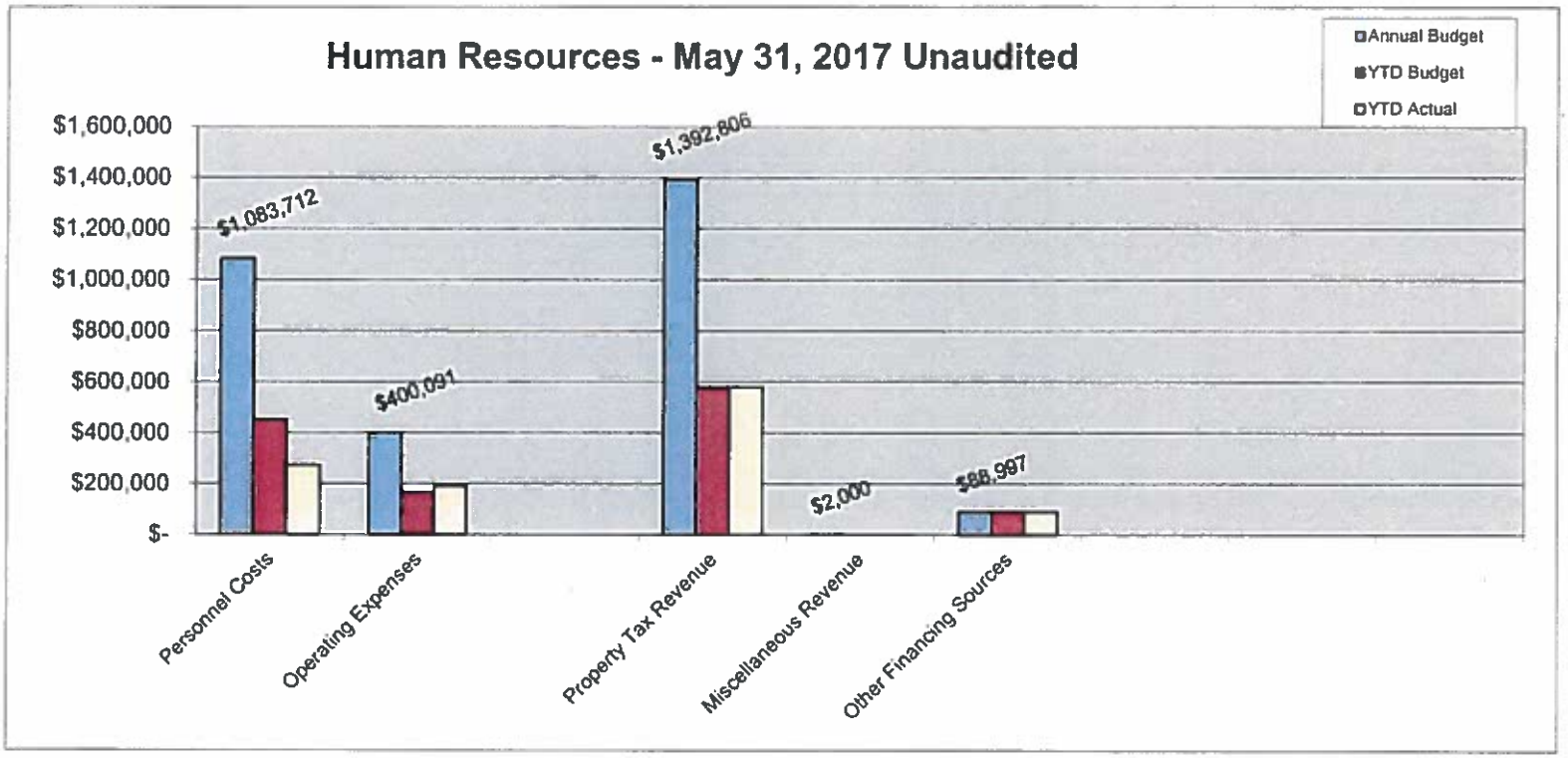
110

Brown County
Human Resources
Budget Status Report
05/31/2017 Unaudited

| | Annual Budget | YTD Budget | YTD Actual |
|---|---|---|---|
| Personnel Costs | $ 1,083,712 | $ 451,547 | $ 272,656 |
| Operating Expenses | $ 400,091 | $ 166,705 | $ 189,019 |
| Property Tax Revenue | $ 1,392,806 | $ 580,336 | $ 580,336 |
| Miscellaneous Revenue | $ 2,000 | $ 833 | $ 898 |
| Other Financing Sources | $ 88,997 | $ 88,997 | $ 88,997 |

**Personnel Costs:** Savings due to position vacancies.

**Operating Expenses:** Exceeded budgeted amount for Professional Services for the contracted Interim HR Directors. A Budget Adjustment was submitted to offset the cost with savings in Personnel Costs.



## BROWN COUNTY TURNOVER REPORT

May-17

| | HIRE | STATUS | POSITION | DEPT |
|---|---|---|---|---|
| 1 | 5/15/17 | LTE | Clerk/Typist I | Clerk of Courts |
| 2 | 5/15/17 | LTE | Seasonal Park Worker | Parks |
| 3 | 5/15/17 | LTE | Summer Employee | Golf Course |
| 4 | 5/29/17 | LTE | Adventure Park Guide | NEW Zoo |
| 5 | 5/14/17 | LTE | Seasonal Park Worker | Parks |
| 6 | 5/22/17 | LTE | Summer Engineering Aide | PW/Highway |
| 7 | 5/19/17 | LTE | Seasonal Trail Ranger | Parks |
| 8 | 5/22/17 | LTE | Summer Engineering Aide | PW/Highway |
| 9 | 5/8/17 | LTE | Summer Employee | PW/Highway |
| 10 | 5/8/17 | LTE | Summer Employee | PW/Highway |
| 11 | 5/15/17 | LTE | Summer Employee | PW/Highway |
| 12 | 5/15/17 | LTE | Summer Engineering Aide | PW/Highway |
| 13 | 5/15/17 | LTE | Summer Employee | PW/Highway |
| 14 | 5/22/17 | LTE | Summer Employee | PW/Highway |
| 15 | 5/22/17 | LTE | Summer Employee | PW/Facilities |
| 16 | 5/22/17 | LTE | Seasonal Maintenance Worker | PW/Highway |
| 17 | 5/18/17 | PT | LPN | CTC |
| 18 | 5/1/17 | LTE | Seasonal Maintenance Worker | PW/Highway |
| 19 | 5/1/17 | FT | AODA Counselor | Human Services |
| 20 | 5/1/17 | FT | Civil Engineer | PW/Highway |
| 21 | 5/1/17 | FT | Office Manager II | Human Services |
| 22 | 5/15/17 | LTE | Summer Employee | PW/Facilities |
| 23 | 5/8/17 | LTE | Seasonal Park Worker | Parks |
| 24 | 5/15/17 | LTE | Summer Employee | PW/Highway |
| 25 | 5/16/17 | LTE | Seasonal Employee | Golf Course |
| 26 | 5/30/17 | LTE | Seasonal Employee | Golf Course |
| 27 | 5/15/17 | LTE | Seasonal Park Worker | Parks |
| 28 | 5/8/17 | LTE | Medicolegal Investigator | Medical Examiner |
| 29 | 5/22/17 | FT | Economic Support Specialist | Human Services |
| 30 | 5/18/17 | OC | Cook | CTC |
| 31 | 5/8/17 | LTE | Seasonal Maintenance Worker | PW/Highway |
| 32 | 5/15/17 | FT | Clerk IV/Data Control | Human Services |
| 33 | 5/8/17 | LTE | Concessionaire I | NEW Zoo |
| 34 | 5/22/17 | LTE | Concessionaire Supervisor | NEW Zoo |
| 35 | 5/15/17 | FT | Correctional Officer | Sheriff |
| 36 | 5/15/17 | FT | Correctional Officer | Sheriff |
| 37 | 5/15/17 | LTE | Teen Market Garden Coordinator | UW-Extension |
| 38 | 5/15/17 | LTE | Adventure Park Guide | NEW Zoo |
| 39 | 5/22/17 | LTE | Adventure Park Guide | NEW Zoo |
| 40 | 5/30/17 | PT | Invasive Species Aide | UW-Extension |
| 41 | 5/22/17 | FT | Highway Crew | PW/Highway |
| 42 | 5/22/17 | LTE | Seasonal Park Worker | Parks |
| 43 | 5/22/17 | LTE | Co-op Student/Intern | Clerk of Courts |
| 44 | 5/22/17 | LTE | Adventure Park Guide | NEW Zoo |
| 45 | 5/22/17 | FT | Human Resources Analyst | Human Resources |
| 46 | 5/18/17 | OC | Food Service Worker | CTC |
| 47 | 5/15/17 | FT | Telecommunication Operator | Public Safety Communications |
| 48 | 5/15/17 | LTE | Adventure Park Guide | NEW Zoo |
| 49 | 5/22/17 | FT | Highway Crew | PW/Highway |
| 50 | 5/20/17 | LTE | Adventure Park Guide | NEW Zoo |
| 51 | 5/22/17 | LTE | Summer Employee | PW/Highway |
| 52 | 5/14/17 | LTE | Adventure Park Guide | NEW Zoo |
| 53 | 5/16/17 | LTE | Summer Park Worker | Parks |
| 54 | 5/22/17 | LTE | Summer Park Worker | Parks |
| 55 | 5/16/17 | LTE | Summer Park Worker | Parks |
| 56 | 5/13/17 | LTE | Adventure Park Guide | NEW Zoo |
| 57 | 5/18/17 | FT | Certified Nursing Assistant | CTC |
| 58 | 5/22/17 | LTE | Park Educator | Parks |
| 59 | 5/18/17 | LTE | Summer Employee | Golf Course |
| 60 | 5/18/17 | LTE | Summer Employee | Golf Course |
| 61 | 5/27/17 | LTE | Adventure Park Guide | NEW Zoo |
| 62 | 5/30/17 | LTE | Substitute Teacher | Syble Hopp |

## BROWN COUNTY TURNOVER REPORT

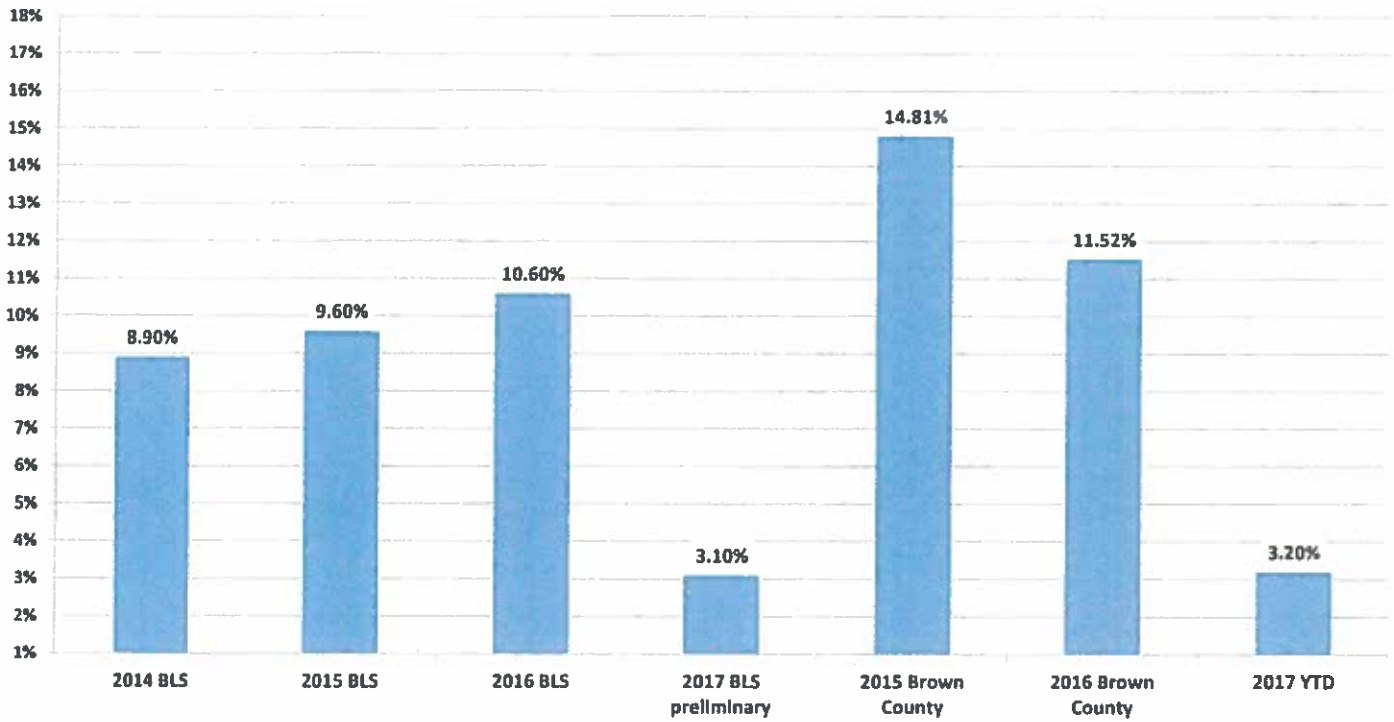
May-17

| | TERM | STATUS | POSITION | DEPT |
|---|---|---|---|---|
| 1 | 5/1/17 | FT | Accounting Technician | Clerk of Courts |
| 2 | 5/24/17 | FT | Cook | CTC |
| 3 | 5/19/17 | FT | Warrants/TRO Clerk | Sheriff |
| 4 | 5/1/17 | FT | Correctional Officer | Sheriff |
| 5 | 5/2/17 | FT | Telecommunication Operator | Public Safety Communications |
| 6 | 5/4/17 | FT | Highway Crew | PW/Highway |
| 7 | 5/25/17 | FT | Social Worker/Case Manager | Human Services |
| 8 | 5/13/17 | OC | RN | CTC |
| 9 | 5/5/17 | FT | Social Worker/Case Manager | Human Services |
| 10 | 5/5/17 | FT | Patrol Officer | Sheriff |
| 11 | 5/10/17 | FT | Administrative Clerk | Administration |
| 12 | 5/12/17 | FT | Nursing Assistant | CTC |
| 13 | 5/26/17 | OC | RN | CTC |
| 14 | 5/27/17 | LTE | Co-op/Intern Student | Resource Recovery |
| 15 | 5/29/17 | PT | Resource Recovery Associate | Resource Recovery |
| 16 | 5/12/17 | LTE | Summer Engineering Aide | PW/Highway |
| 17 | 5/15/17 | LTE | Telecommunication Operator | Public Safety Communications |
| 18 | 5/20/17 | LTE | Concessionaire | NEW Zoo |
| 19 | 5/3/17 | LTE | Clerk/Typist I | Clerk of Courts |
| 20 | 5/26/17 | FT | Child Support Clerk | Child Support |
| 21 | 5/25/17 | FT | Clerk II | Human Services |
| 22 | 5/28/17 | OC | Food Service Worker | CTC |

| COMMENTS: | TALLY: |
|---|---|
| Retirement | 3 |
| Personal Reasons | 2 |
| Other Job Offer | 2 |
| Not A Good Fit | 6 |
| None Given | 4 |
| End of assignment | 5 |

| | |
|---|---|
| YTD Applications: | 3,941 |
| YTD Requisitions: | 188 |
| Applications per Req. (2017): | 21 |
| | |
| Applications per Req. (2016): | 32 |

| | TRANS | STATUS | POSITION | DEPT | STATUS | POSITION | DEPT |
|---|---|---|---|---|---|---|---|
| 1 | 5/1/17 | PT .4FTE | Certified Nursing Assistant | CTC | PT .8FTE | Certified Nursing Assistant | CTC |
| 2 | 5/22/17 | LTE | Clerk/Typist I | Clerk of Courts | FT | Clerk/Typist I | Clerk of Courts |
| 3 | 5/8/17 | FT | Accounting Technician | Child Support | FT | Accounting Technician | Clerk of Courts |
| 4 | 5/15/17 | FT | Clerk Receptionist | CTC | FT | Clerk Receptionist (Internal transfer) | CTC |
| 5 | 5/22/17 | FT | Housekeeper | PW/Facilities | FT | Clerk/Typist III | Health |
| 6 | 5/30/17 | FT | Economic Support Specialist | Human Services | FT | Warrants/TRO Clerk | Sheriff |
| 7 | 5/25/17 | PT .5FTE | Certified Nursing Assistant | CTC | FT | Certified Nursing Assistant | CTC |
| 8 | 5/22/17 | FT | Housekeeper/Groundskeeper | NEW Zoo | FT | Maintenance Worker | Library |




YTD May 2017

Turnover % = the number of people who left voluntarily/ YTD avg # of employees at month end.

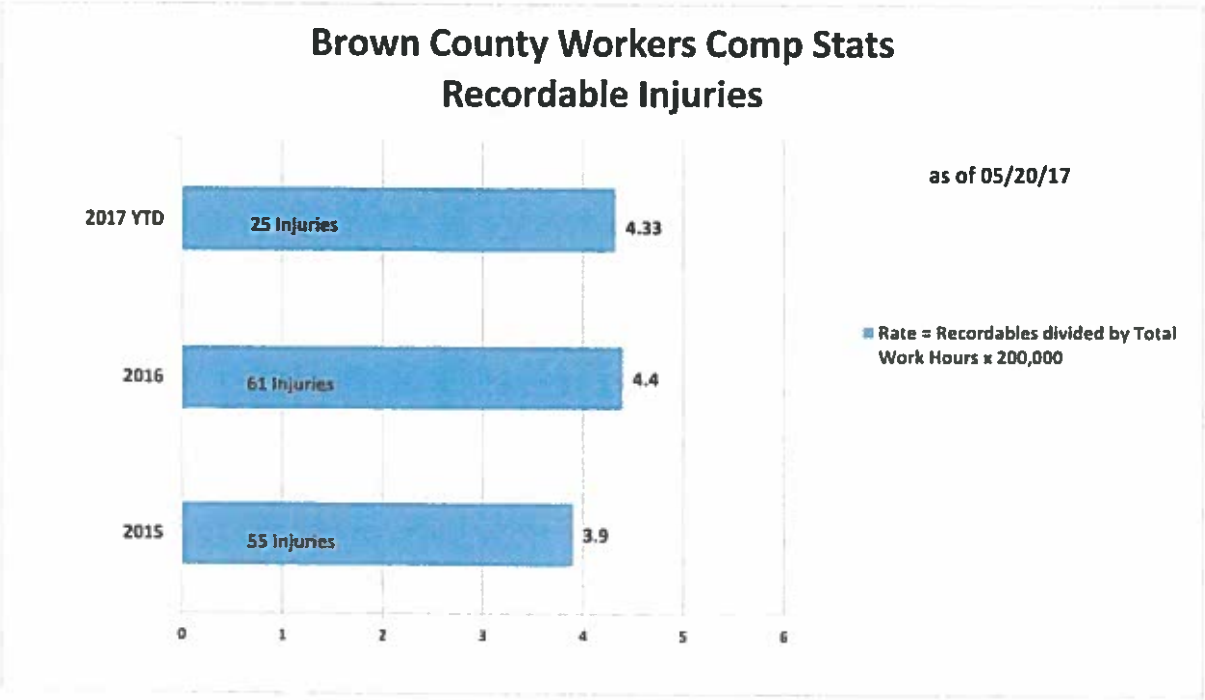
**Benchmark BLS *- State and Local Government, Excluding Education**
The quit counts include voluntary separations by employees except for retirements, layoffs, discharges (resulting from mergers, downsizing, or closings), transfers, short term/seasonal employees, deaths, disability, etc.

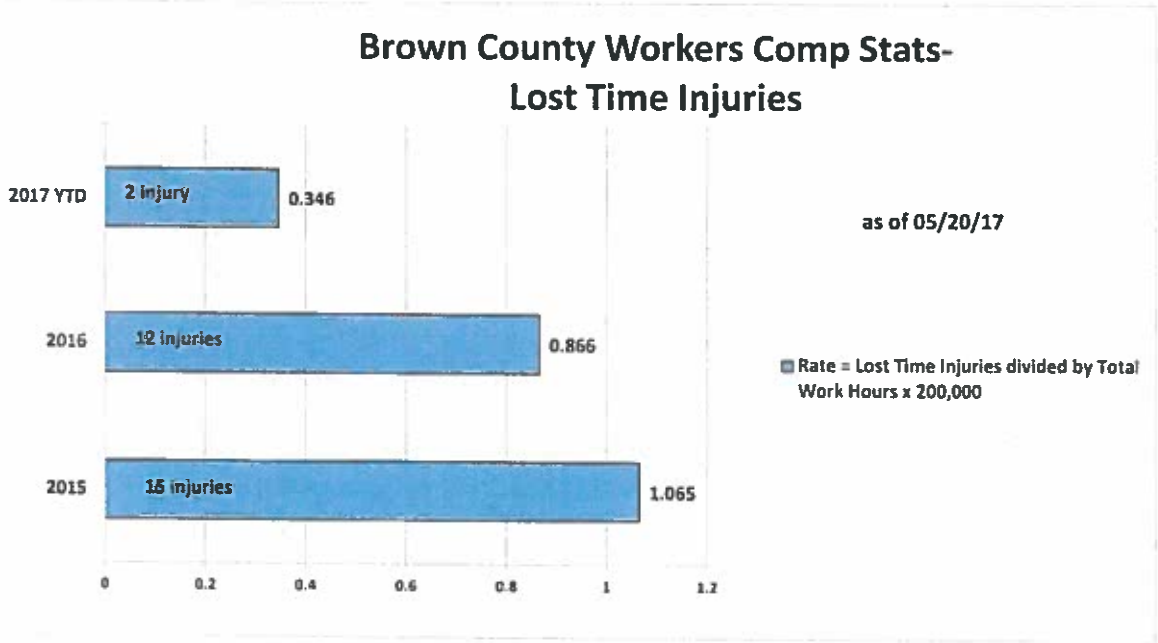
** Bureau of Labor Statistics*

**Brown County**

## DEPARTMENT VACANCIES REPORT
## AS OF JUNE 19, 2017
(Positions with A1 Approval to Fill)

| Department | Position Title | # of Vacancies | FT, PT, On call |
|---|---|---|---|
| Administration | Buyer/Purchasing Clerk | 1 | FT |
| Airport | Maint Mechanic/Heavy Equipment Operator (Airfield) | 1 | FT |
| Child Support | Accounting Technician | 1 | FT |
| | Child Support Clerk | 2 | FT |
| Human Resources | Benefits Manager | 1 | FT |
| | Employee Relations Manager | 1 | FT |
| Human Services - Community Programs | AODA Counselor | 1 | FT |
| | Clinical Social Worker | 1 | FT |
| | Economic Support Specialist | 2 | FT |
| | Social Worker/Case Manager (Child Protection) | 3 | FT |
| Human Services - Community Treatment Center | Advanced Practice Nurse Prescriber | 1 | FT |
| | Certified Nursing Assistant | 5 | FT/PT |
| | Charge RN | 1 | PT |
| | Clinical Social Worker - Adult Inpatient Unit | 1 | FT |
| | Cook - Dietary | 2 | FT/PT/On Call |
| | Food Service Worker - Dietary | 3 | FT/PT/On Call |
| | Licensed Practical Nurse | 3 | FT/PT |
| | Nurse Educator/Infection Control | 1 | FT |
| | Licensed Practical Nurse | 2 | On Call |
| | Nursing Assistant | 4 | On Call |
| | RN-Charge Nurse | 2 | On Call |
| Human Services - Health | Nurse Manager-Health | 1 | FT |
| | Preparedness Planning Coord | 1 | FT |
| Medical Examiner | Medicolegal Investigator | 4 | PT |
| Port & Resource Recovery | Resource Recovery Associate | 1 | PT |
| Public Safety Communications | Communications Supervisor | 1 | FT |
| | Telecommunication Operator | 1 | FT |
| Public Works - Highway | Highway Crew | 4 | FT |
| Sheriff | Correctional Officer | 4 | FT |
| | Co-op/Intern | 1 | LTE |
| | Patrol Officer | 2 | FT |
| Technology Services | Enterprise Server Engineer | 1 | FT |
| Zoo & Park Management - Zoo | Housekeeper/Groundskeeper | 1 | FT |
| | **TOTAL** | **61** | |


Brown County Workers Comp Stats
Recordable Injuries
as of 05/20/17
2017 YTD
25 Injuries
4.33
2016
61 Injuries
4.4
2015
55 Injuries
3.9
0
1
2
3
4
5
6
Rate = Recordables divided by Total Work Hours x 200,000


Brown County Workers Comp Stats-
Lost Time Injuries
as of 05/20/17
2017 YTD
2 injury
0.346
2016
12 injuries
0.866
2015
15 injuries
1.065
0
0.2
0.4
0.6
0.8
1
1.2
Rate = Lost Time Injuries divided by Total Work Hours x 200,000

HUMAN RESOURCES DEPARTMENT

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

Kathryn A. Roellich

PHONE (920) 448-4071 FAX (920) 448-6277 WEB: www.co.brown.wi.us

INTERIM DIRECTOR

# MEMORANDUM

Date: July 3, 2017

To: Administration Committee:
Richard Schadewald, Chair, Administration
Jamie Blom, Vice-Chair
Mark Becker
James Kneiszel
John S. Vander Leest

Executive Committee
Tom Lund, Chair, Executive
Patrick Moynihan Jr., Vice-Chair
Patrick Buckley
Bernie Erickson
Erik Hoyer
John Van Dyck

From: Kathryn Roellich KRoellich
HR Director

Re: Human Resources Report – June 2017

The following is a summary of activities occurring with the Brown County Human Resources Department:

- Departmental Operations:
  - HR staff continue to develop internal operational procedures;
  - Training is on-going for HR staff to develop solid core knowledge and skills sets.
- Benefit Programs:
  - Claims for 2017 year-to-date are in excess of $1,000,000 over the claims for the same timeframe in 2016.
  - An informational email is being sent out to staff regarding claims and cost-saving measures they may use to save money for themselves as well as the health plan.
- Labor & Employee Relations:
  - The Human Services Union has made contact regarding a base wage bargaining agreement; they had requested the ability to go above CPI and were informed that doing so would require either a referendum or assignment of a market adjustment/bonus by the County Board consistent with the provisions of WI State Stats.
- Classification & Compensation:
  - Issues continue to be brought forward. A draft plan is in progress to address issues both in the short and long term. Once a final draft is complete, that information will be brought forward.
- Safety:
  - Safety assessments and training continue with various departments as well as the initiation of some larger projects such as:
    - Emergency Plans for each building
    - Active Shooter Training
- Chapter 4 Revisions:
  - See attached draft of proposed revisions to the section "Corrective Action, Discipline, Lay-Offs and Terminations"

Chapter 4

CURRENT LANGUAGE

**CORRECTIVE ACTION, LAYOFFS, TERMINATION**

**4.85 CORRECTIVE ACTIONS.** The purpose of corrective action is correcting job behavior and performance problems of employees. Employees shall be informed of standards of conduct and performance. Corrective action shall be administered in compliance with this Chapter and rules and standards shall be consistently applied. Penalties shall be appropriate to the circumstances. Persons administering corrective discipline shall systematically document the case. Corrective actions shall be in writing and include a full description of the alleged infraction and a statement informing the employee of his/her rights under the grievance procedure contained in these Ordinances. Records of verbal Corrective actions shall be maintained in the department files. Copies of written reprimands, suspensions, and terminations shall be provided to the employee, the Human Resources Manager, to the employee's supervisor and kept in the department files. Suspensions and terminations shall be discussed with the Human Resources Manager before such actions are taken and records shall be provided to the Human Resources Manager for retention in the employee file. The County Executive will be informed of suspensions and terminations by Human Resources. Corrective actions, with the exception of suspensions and terminations, are not subject to the Grievance Process. Suspensions and terminations are subject to the Grievance Process and employees

**4.86 GROUNDS FOR CORRECTIVE ACTION OR DISCIPLINE.** The following shall be grounds for discipline ranging from a warning to immediate discharge depending upon circumstances and the seriousness of the offense in the judgment of management: (The listing provided below is illustrative, and is not intended to be all-inclusive.)

(1) Dishonesty or falsification of records.

(2) Unauthorized use or abuse of County equipment or property.

(3) Theft or destruction of County equipment or property.

(4) Work stoppages such as strikes or slow-downs.

(5) Insubordination or refusal to comply with the proper order of an authorized supervisor.

(6) Unlawful conduct defined as a violation of or refusal to comply with pertinent laws and regulations when such conduct impairs the efficiency of the County service.

(7) Habitual tardiness, unauthorized or excessive absence.

(8) Use of official position or authority for personal profit or advantage.

(9) Disregard or repeated violations of safety rules and regulations.

(10) Drunkenness, including drinking during working hours or being under the influence of alcohol or drugs during working hours, or bringing intoxicants or drugs into the workplace.

(11) Failure to adequately perform assigned job duties.

(12) Failure to follow duly established work rules, policies and procedures.

(13) Professional unethical conduct or behavior.

(14) Abuse of a Client or Patient.

(15) The disclosure of confidential information in violation of federal or state law or county ordinance.

Other circumstances may warrant disciplinary action and will be treated on a case- by-case basis.

**4.87 DEMOTIONS.** Demotions may be made in lieu of layoff or can be voluntary. Demotions must be approved in advance by the Human Resources Manager.

**4.88 LAYOFFS.** (1) The Department Head may lay off an employee or employees as a result of a shortage or stoppage of work or funds, functional reorganization, or the abolishing of positions. Before implementing a proposed layoff, the Department Head shall confer with the Human Resources Manager in order to assure compliance with the provisions of Ordinances, Personnel Rules, applicable labor contracts, and labor laws.

(2) The department shall first give consideration to the layoff or termination of employees with limited-term, trainee, and probationary status in the department, division, and classification affected. If further reductions are necessary, employees holding regular full-time and regular part-time positions shall be laid off.

(3) Layoffs shall be based upon departmental needs after considering the efficiency and economy of the workplace. When determining the employee to layoff, Department Heads should consider an employee's length of service, the ability of remaining employees to satisfactorily perform the available work, and the historical job performance of the affected employees. Where job performance is relatively equal among the employees in a class subject to layoff, seniority shall prevail.

(4) The Human Resources Department shall notify each person laid off of all his/her rights including reinstatement eligibility. Regular employees shall receive at least fourteen (14) day notice prior to layoff. Layoff plans shall be approved by the Human Resources Manager before they are implemented. The rehiring of employees that have been laid off shall be determined by the Human Resources Department and the Department Head based on its need for the most qualified person to perform the available work.

**4.89 TERMINATION NOTICE.**

(1) Resignations. Employees wishing to leave County employment are requested to submit a resignation in writing to their Department Head at least two (2) weeks in advance of their planned departure. Department Heads and

supervisory employees should submit their resignation in writing at least four (4) weeks in advance of their planned departure. It is expected that employees will give as much notice as possible in order to facilitate recruitment and orientation of new staff members.

(2) Return Of County Equipment. Employees leaving County employment must return County identification cards, keys, tools and equipment on or before their last day of work.

# Explanation of Changes to Chapter 4
# Corrective Action, Discipline, Lay-Offs, Terminations
**Presented to Executive Committee 7/10/17 and Administration Committee 7/12/17**

Corrective Action, Discipline, Lay-Offs, Terminations
Changes on the attached are noted by the following:

Additions – new wording is underlined and the text is red
Deletions – text that has been deleted shows with strike through and is in red

Additionally, please note the following:

- 4.85 – "Policy" – this section is entirely new.
- 4.86 – This was previously section 4.85 and has been modified considerably; previous language is struck out at end of section.
- 4.87 - This section is entirely new and identifies for both employees and management what types of actions may be taken to address employee misconduct.
- 4.88 – This section is new and clarifies the employee's ability to have a personal representative present at meetings.
- 4.89 - Previously section 4.86; section has been expanded to incorporate a more extensive list of potential infractions, which provides employees/management better insight into what is/isn't acceptable behavior. The items previously listed in 4.86 are incorporated into the appropriate areas of this revised section.
- "Demotions" - This was previously section 4.87 but has been incorporated into the revised section 4.87 – Disciplinary Actions - #2.

## CORRECTIVE AND DISCIPLINARY ACTIONS, ~~LAYOFFS, TERMINATION~~

**4.85 POLICY.** All employees must meet standards of work quality and must accomplish work within the time limits established by the County and/or its Departments. Employees who do not satisfy performance expectations, who exhibit poor work performance or who are unable to work with other employees may be subject to corrective action or disciplined up to and including termination from employment. Likewise, employees who violate County rules, regulations, policies, and procedures, are subject to disciplinary action up to and including termination from employment.

**4.86 ~~CORRECTIVE ACTIONS~~PURPOSE.** The purpose of corrective action or discipline is correcting job related behavior or misconduct ~~and performance problems~~ of employees. Either may result when an employee's actions fall short of accepted standards of professional behavior or violate a policy or rule, or the employee's conduct is detrimental to the interest of the County. The County reserves the right to impose corrective or disciplinary action as may be appropriate in particular circumstances. As such, corrective action or discipline taken should be at the appropriate level necessary to correct the identified behaviors. Repeated violations or misconduct may result in progressively more significant corrective or disciplinary action to be taken, up to and including termination of employment. Significant violations of misconduct may result in immediate termination, even for a first offense. Employees shall be informed of standards of conduct and performance. Corrective action shall be administered in compliance with this Chapter and rules and standards shall be consistently applied. ~~Penalties shall be appropriate to the circumstances.~~ Persons administering corrective discipline shall systematically document the case. ~~Corrective actions shall be in writing and include a full description of the alleged infraction and a statement informing the employee of his/her rights under the grievance procedure contained in these Ordinances. Records of verbal Corrective actions shall be maintained in the department files. Copies of written reprimands, suspensions, and terminations shall be provided to the employee, the Human Resources Manager, to the employee's supervisor and kept in the department files. Suspensions and terminations shall be discussed with the Human Resources Manager before such actions are taken and records shall be provided to the Human Resources Manager for retention in the employee file. The County Executive will be informed of suspensions and terminations by Human Resources. Corrective actions, with the exception of suspensions and terminations, are not subject to the Grievance Process. Suspensions and terminations are subject to the Grievance Process and employees~~

**4.87 TYPES OF CORRECTIVE ACTION AND DISCIPLINE.** At the sole discretion of the County, various types of corrective action or discipline may be



12

imposed which may include oral reprimand, written reprimand, demotion, suspension without pay, and termination. None of these corrective or disciplinary measures are required to be used before discharge from employment occurs, nor are the listed actions required to be used in any specific order. Nothing in this Chapter shall be construed as establishing a "just cause" standard for discipline or discharge of employees or to require the County to follow progressive discipline before taking any action. Employees may be disciplined up to and including discharge for the violation of any rules, regulations or policies in this Chapter, any departmental rule, policy, and procedure, as well as any law, regulation or ordinance. Corrective action and discipline includes, but is not limited to the following:

CORRECTIVE ACTIONS (these actions are not grievable under the Brown County Grievance Procedure)

(1) Oral Reprimand. An oral reprimand refers to a discussion between the supervisor and the employee where the employee is advised and cautioned about misconduct, as well as the future expectations and consequences should the misconduct continue. An oral reprimand shall constitute a corrective action under this policy. A supervisor may document an oral reprimand and place such documentation in the employee's department file with a courtesy copy to the applicable HR Analyst in the Human Resources Department.

(2) Written Reprimand. A written reprimand refers to written documentation to the employee from a supervisor in which the employee is advised and cautioned regarding employee misconduct, as well as the future expectations and consequences should the misconduct continue. A written reprimand is a corrective action measure, and the supervisor shall forward a copy of the written reprimand to the Human Resources Department for placement in the employee's official personnel file, together with any prior oral reprimand documentation. All written reprimands must be reviewed by the Human Resources Department prior to implementation, and are subject to approval by the Human Resources Director. All written reprimands shall be appropriately documented in the employee's official personnel file in the Human Resources Department.

(3) Alternative Corrective Actions. Alternative Corrective actions such as, but not limited to, training or mentoring may be implemented as deemed appropriate.

DISCIPLINARY ACTIONS (the following are grievable under the Brown County Grievance Procedure)

1. Suspensions. A suspension results in an employee being temporarily



12

prohibited from performing his/her duties as a direct result of the employee's misconduct. Suspensions shall be disciplinary in nature and the suspension period shall be without pay. All suspensions must be discussed with the Human Resources Director prior to implementation, and are subject to approval by the Human Resources Director and the County Executive. All suspensions shall be appropriately documented in the employee's official personnel file in the Human Resources Department.

2. Demotions. A disciplinary demotion occurs when an employee's pay is reduced and the employee suffers a reduction in job duties/responsibilities as the direct result of the employee's misconduct. All demotions must be discussed with the Human Resources Director prior to implementation, and are subject to approval by the Human Resources Director and the County Executive. All demotions shall be appropriately documented in the employee's official personnel file in the Human Resources Department.

3. Last Chance Agreement. A Last Chance Agreement shall constitute a disciplinary action which documents an employee's misconduct, enumerating expectations and conduct moving forward. A Last Chance Agreement provides the employee a final opportunity to demonstrate acceptable conduct or be subject to termination from employment. All Last Chance Agreements must be discussed with the Human Resources Director prior to implementation, and are subject to approval by the Human Resources Director and the County Executive. A copy of the Last Chance Agreement shall be forwarded to the Human Resources Department for placement in the employee's official personnel file.

4. Termination. Termination is the ultimate disciplinary action. A termination is an involuntary separation from employment initiated by Brown County. All terminations must be discussed with the Human Resources Director prior to implementation, and are subject to approval by the Human Resources Director and the County Executive. All terminations shall be appropriately documented in the employee's official personnel file in the Human Resources Department. Depending on the circumstances, an employee may be offered the opportunity to resign in lieu of termination. This will be addressed on a case-by-case basis, as deemed appropriate by the Human Resources Department and County Executive.

**4.88 EMPLOYEE MEETINGS.** The County has an absolute right to meet with an employee. An employee may be represented by the representative of his/her choice during investigatory interviews and disciplinary meetings which may result in disciplinary action. In all other employee meetings, the County may allow the employee to be represented by the representative of his/her choice, at the discretion of the Human Resources Director.

**4.89 GROUNDS FOR CORRECTIVE ACTION OR DISCIPLINE.** The following is a non-exclusive list of prohibited behaviors or misconduct which, in



12

the discretion of the County, may ~~shall~~ be grounds for corrective and/or disciplinary action up to and including termination of employment. ~~ranging from a warning to immediate discharge depending upon circumstances and the seriousness of the offense in the judgment of management:~~ (The listing provided below is illustrative, and is not intended to be all-inclusive.)

(1) Attendance and Punctuality.
- (a) Failure to report promptly at the starting time of a shift or leaving before the scheduled end of a shift without authorization;
- (b) Failure to notify or timely notify the proper authority that the employee will be absent or tardy from work;
- (c) Excessive absenteeism.
- (d) Improper use or abuse of sick leave privileges.
- (e) Failure to observe the time limits of lunch and break periods.
- (f) Absence without authorized leave.
- (g) Failure to report upon the expiration of an approved leave of absence.
- (h) Hindering the regular operation of a department or County office because of unauthorized or excessive absenteeism, tardiness or leaving work without permission.
- (i) Leave used for a purpose other than for which it was requested and granted.

(2) Use of County Property.
- (a) Abuse or misuse of County property, materials or equipment including motor vehicles.
- (b) Theft, misappropriation or unauthorized possession or use of County property, equipment or materials.
- (c) Unauthorized use of County property for personal or other non-County business reasons, including but not limited to the unauthorized use of uniforms, equipment, supplies, vehicles, telephones, copy machines or mail service or computer hardware, software, modems, networks, or electronic communication systems;
- (d) Unauthorized copying of software or records for personal use.
- (e) Disclosure of confidential information and records to unauthorized personnel.
- (f) Eating or drinking in unauthorized areas.
- (g) Unauthorized possession, lending, borrowing or duplication of keys or government credit cards, careless or improper use of keys or credit cards or failure to report promptly the loss of keys or credit cards.
- (h) Unauthorized or improper use of a uniform or failure to wear a uniform properly.

(3) Work Place Conduct.
- a) Insubordination, disobedience, failure or refusal to follow the written or oral instruction of supervisory authority or to carry



12

out work assignments.

b) Neglecting job duties and responsibilities.

c) Incompetence or unacceptable work productivity.

d) Dishonesty:

   i. Intentionally falsifying records or giving false information to other government agencies or private organizations or to employees responsible for record keeping.

   ii. Making false or malicious statements concerning other employees, supervisors or the County.

   iii. Providing inaccurate or fraudulent information pertaining to an on-the-job or off-of-the-job injury.

e) Failure to observe all safety rules, procedures and practices, including the use of protective equipment and clothing or in the operation of vehicles and equipment.

f) Attempting to conceal or make unavailable information or records which are public or which rightfully should be furnished to the County Board, its committees or County employees.

g) Refusal to work scheduled work hours including overtime hours.

h) Failing to show proof of possession and/or maintenance of a valid license and/or certificate that is required for the performance of his/her assigned position.

i) Operating vehicle(s) in violation of County policy and/or in an unlawful or hazardous manner.

j) Failing to participate and/or cooperate with a County investigation.

k) Sleeping during work hours.

l) Threatening, attempting or inflicting bodily harm to fellow employees, representatives of other agencies or the general public.

m) Threatening, intimidating, interfering with or using abusive or profane language toward others, including ethnic slurs.

n) Creating, maintaining or participating in a hostile environment toward any person(s).

o) Unauthorized possession of weapons.

p) Unauthorized possession or use of alcoholic beverages or narcotics during work hours while on County time or property or while engaging in County business.

q) Reporting to work in a condition unsafe to the employee, others or physical property; or being unable to perform job responsibilities due to the influence of alcohol, narcotics, medicine or sickness.

r) Theft.

s) Harassment, retaliation or discrimination against members of the public or County employees based on race, color, creed, sex, sexual orientation, national origin, handicap or any other protected classification.

t) Engaging in personal or outside business on county work time.

(4) Solicitation and Political Activity.

(a) Soliciting or accepting unauthorized compensation, reward, gratuity or gift of any kind or value for any matter related to the employee's job as an employee of the County.

(b) Soliciting or accepting unauthorized compensation, reward, gratuity or gift of any kind or value for any matter related to the employee's job as an employee of the County.

(c) Selling commercial or private products or services on County time or premises without County authorization.

(d) Unauthorized solicitation of funds or donations for any purpose on County time.

(e) Unauthorized distribution of printed matter on County time.

(f) Engaging in political activity which (1) interferes with normal work performance; (2) is conducted during work hours; or (3) involves the use of County equipment or property.

Other circumstances may warrant corrective or disciplinary action and will be treated on a case- by-case basis.

~~**DEMOTIONS.** Demotions may be made in lieu of layoff or can be voluntary. Demotions must be approved in advance by the Human Resources Manager.~~



125

Brown County
Budget Status Report -- Levy Funded Departments
As of May 31, 2017

| Department | Total Tax Levy 2017 | Amended Budget Surplus (Deficit) | Pro-Rated Budget Surplus (Deficit) | Actual Activity Surplus (Deficit) | vs budget Variance Favorable (Unfavorable) | Comments (Updated quarterly) (Last updated -- May 2017) |
|---|---|---|---|---|---|---|
| 006 Board Office | 575,188 | 0 | 0 | 16,731 | 16,731 | Wages and benefits are 5% below budgeted amounts. Majority of annual membership dues have been paid. |
| 010 Circuit Courts | 2,080,509 | 0 | 0 | 83,786 | 83,786 | Revenues are 2% above budgeted amounts. Wages and benefits are 4% below budgeted amounts. Transfer from General Fund for Branch 8 sound system has ($58,015) has not been done yet. |
| 012 Clerk of Courts | 718,148 | 0 | 0 | 196,586 | 196,586 | Revenues are 1% above budgeted amounts. Wages/benefits are 3% below budgeted amounts. Operating expenses are 12% below budgeted amounts, but this includes attorney and Guardian ad Litem invoices being for only 4 months. |
| 013 Public Safety | 6,777,230 | 0 | 0 | (336,740) | (336,740) | Wages/benefits are 5% below budgeted amounts. Majority of annual equipment maintenance contracts have been paid for the year. |
| 014 Medical Examiner | 476,487 | 0 | 0 | 209,973 | 209,973 | Revenues are 7% below budgeted amounts. Wages/benefits are 5% above budgeted amounts. Professional services to Dane County have not been paid yet. The prorated budget for Dane County services is $250,155 through May. |
| 016 Corporation Counsel | 679,501 | 0 | 0 | 106,429 | 106,429 | Wages/benefits are 12% below budget, primarily due to increased billings to Human Services. Operating expenses are 17% below budget, with the surplus primarily within the Legal Services account. |
| 019 County Clerk | 276,210 | 0 | 0 | 98,556 | 98,556 | Revenues are 21% above budgeted amounts, primarily due to municipal charges for election software. Wages/benefits are 4% below budgeted amounts. Operating expenses are 17% above budget, primarily due to election software maintenance charges. |
| 024 District Attorney | 1,398,455 | 0 | 0 | 61,688 | 61,688 | Revenues are 2% below budgeted amounts. Wages/benefits are 4% below budgeted amounts. Operating expenses are 1% above budgeted amounts. |
| 029 Executive | 354,138 | 0 | 0 | 24,952 | 24,952 | Revenues are 1% below budgeted amounts. Wages/benefits are 5% below budgeted amounts. Operating expenses are 15% below budgeted amounts, primarily within Contributions. |
| 032 Administration | 1,217,618 | 0 | 0 | 224,563 | 224,563 | Revenues are 2% above budgeted amounts, primarily due to all carryover funds have been recognized. Wages/benefits are 9% below budgeted amounts due to staff vacancies. Operating expenses are 24% below budgeted amounts, primarily due to Contributions for the 10 gigabyte initiative not paid out yet. |

| Department | Total Tax Levy 2017 | Amended Budget Surplus (Deficit) | Pro-Rated Budget Surplus (Deficit) | Actual Activity Surplus (Deficit) | vs budget Variance Favorable (Unfavorable) | Comments (Updated quarterly) (Last updated -- May 2017) |
|---|---|---|---|---|---|---|
| 048 Land Conservation | 437,922 | 0 | 0 | 19,477 | 19,477 | Revenues are 8% below budgeted amounts. Wages/benefits are 7% under budgeted amounts. Operating expenses are 26% above budgeted amounts, primarily within Contracted Services. |
| 054 Facility Management | 2,491,248 | 0 | 0 | 167,918 | 167,918 | Revenues are 1% above budgeted amounts. Wages/benefits are 2% under budgeted amounts. Operating expenses are 7% below budgeted amounts, primarily within Repairs & Maintenance Buildings. |
| 058 Museum | 887,121 | 0 | 0 | 7,953 | 7,953 | Revenues are 4% below budgeted amounts. Wages/benefits are 4% below budgeted amounts. Operating expenses are 3% above budgeted amounts. Majority of Professional Services for the year have been paid or encumbered. |
| 060 Health | 2,064,114 | 0 | 0 | 208,483 | 208,483 | Wages/benefits are 8% below budgeted amounts. Operating expenses are 7% over budgeted amounts, but this includes encumbrances for the year for Rental Space and Equipment Non-Outlay. |
| 062 Park | 875,835 | 0 | 0 | 68,875 | 68,875 | Revenues are 4% below budgeted amounts. Wages/benefits are 9% below budgeted amounts. Operating expenses are 1% above budgeted amounts. |
| 064 Human Resources | 1,392,806 | 0 | 0 | 204,911 | 204,911 | Revenues are 3% above budgeted amounts. Wages/benefits are 17% below budgeted amounts due to staff vacancies. Operating expenses are 5% above budgeted amounts, primarily due to IRS audit adjustments and temporary staffing levels. |
| 066 PALS | 613,513 | 0 | 0 | 84,160 | 84,160 | Wages/benefits are 4% below budgeted amounts. Operating expenses are 9% below budgeted amounts, primarily within Contracted Services and Grant Expenditures. The majority of capital outlay for the year has occurred. |
| 072 Register of Deeds | (777,187) | 0 | 0 | (47,468) | (47,468) | Revenues are 8% below budgeted amounts. Wages/benefits are 6% under budgeted amounts. Operating expenses are 19% above budgeted amounts, primarily due to annual maintenance contract payments as well as encumbered funds for Contracted Services. |
| 074 Sheriff | 29,063,107 | (1) | 0 | 62,101 | 62,101 | Revenues are 1% below budgeted amounts. Wages/benefits are 3% below budgeted amounts. Operating expenses are 3% above budgeted amounts. |
| 080 Treasurer | (1,355,522) | 0 | 0 | (28,698) | (28,698) | Revenues are 9% below budgeted amounts, primarily within property tax interest/penalties. Wages/benefits are 4% below budgeted amounts. Operating expenses are 2% above budgeted amounts. |
| 083 UW Extension | 442,652 | 0 | 0 | (36,232) | (36,232) | Revenues are 5% below budgeted amounts, primarily within Donations. Wages/benefits are 7% below budgeted amounts. Operating expenses are 1% above budgeted amounts. |
| 084 Veterans Service | 340,995 | 0 | 0 | 28,212 | 28,212 | Revenues, including carryover for veterans relief, are 5% above budgeted amounts. Wages/benefits are 2% below budgeted amounts. Operating expenses are 5% below budgeted amounts, primarily within veterans relief payments. |
| Subtotal | 51,030,088 | (1) | 0 | 1,426,219 | 1,426,219 | |

| Department | Total Tax Levy 2017 | Amended Budget Surplus (Deficit) | Pro-Rated Budget Surplus (Deficit) | Actual Activity Surplus (Deficit) | vs budget Variance Favorable (Unfavorable) | Comments (Updated quarterly) (Last updated -- May 2017) |
|---|---|---|---|---|---|---|
| 090 General Government | (9,114,515) | (2,156,850) | (898,688) | (2,606,535) | (1,707,847) | **Revenues** - State shared revenue payments are not due until July and November. Oneida tribal service agreement not due until August or September. All carryover funds for 2017 have been transferred to departments already. **Expenses** - Funds retained for contract settlement have not been transferred yet. Funds held for year-end casual payouts are still retained. Multiple scheduled transfers to other departments have not occured yet. |
| **General Fund totals** | **41,915,573** | **(2,156,851)** | **(898,688)** | **(1,180,316)** | **(281,628)** | |
| 105 Library | 6,681,389 | (119,611) | (49,838) | (36,072) | 13,766 | Revenues are 1% above budgeted amounts. Wages/benefits are 5% below budgeted amounts. Operating expenses are 12% above budgeted amounts. |
| 201 CP | 15,543,199 | (75,000) | (31,250) | (646,117) | (614,867) | Revenues are 1% below budgeted amounts. Wages/benefits are 1% below budgeted amounts. Operating expenses are 1% above budgeted amounts. Majority of capital outlay has occurred for the year. |
| 210 Child Support | 359,938 | 0 | 0 | (15,459) | (15,459) | Revenues are 4% below budgeted amounts. Wages/benefits are 5% below budgeted amounts. Operating expenses are 6% above budgeted amounts, primarily within Contracted Services. |
| 230 Syble Hopp School | 2,802,612 | (59,542) | (24,809) | 812,221 | 837,030 | Syble Hopp is on a different fiscal year end date (6/30) than Brown County (12/31). |
| 240 County Roads and Bridges | 141,000 | (250,000) | (104,167) | (1,184,542) | (1,080,375) | Revenues are 16% under budget, primarily within state aid. Expenses are 8% over budgeted amounts. |
| 300 Debt Services | 14,086,908 | (793,236) | (330,515) | (1,684,732) | (1,354,217) | Property tax revenue is not recognized evenly throughout the year. Semi-annual interest payments occurred in May. |
| 412 Veteran's Memorial Comp Cap Fund | 50,595 | (603,753) | (251,564) | 78,884 | 330,448 | Revenues are 2% below budgeted amounts. Expenses are 33% below budgeted amounts. |
| 440 Highway Projects | 0 | 0 | 0 | 1,364,523 | 1,364,523 | Transfer of budget entries have not been completed yet. |
| 447 2017 Highway Projects | 1,367,053 | 0 | 0 | 68 | 68 | Transfer of budget entries have not been completed yet. |
| 630 CTC | 3,001,525 | (523,029) | (217,929) | (375,377) | (157,448) | Revenues are 1% below budgeted amounts. Wages/benefits are 1% above budgeted amounts. Operating expenses are 1% above budgeted amounts. |
| **Brown County totals** | **85,949,792** | **(4,581,022)** | **(1,908,760)** | **(2,866,917)** | **(958,157)** | |
| 900 Aging Resource Center | 712,180 | 0 | 0 | 175,052 | 175,052 | Ledger for ADRC is only updated in June and December. |
| **Grand Totals** | **86,661,972** | **(4,581,022)** | **(1,908,760)** | **(2,691,864)** | **(783,104)** | |



13